

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/05/2023

Contract/Lease Control #: C23-3309-FM

Procurement#: PIGGYBACK

Contract/Lease Type: AGREEMENT

Award To/Lessee: ROOFCONNECT LOGISTICS, INC. DBA ROOFCONNECT

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/04/2023

Expiration Date: 02/23/2024

Description of: ROOFING PRODUCTS, SERVICES ANDJOB ORDER  
CONTRACTING SERVICES

Department: FM

Department Monitor: HENDRICK

Monitor's Telephone #: 850-689-5790

Monitor's FAX # or E-mail: BHENDRICK@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET

023-3309-FM

Procurement/Contract/Lease Number: TBD Tracking Number: 4849-23  
Procurement/Contractor/Lessee Name: Roof Connect Grant Funded: YES \_\_\_ NO X  
Purpose: pissy back for roof repair/replacement  
Date/Term: \_\_\_\_\_  
1.  GREATER THAN \$100,000  
Department #: 3120 2.  GREATER THAN \$50,000  
Account #: 502205 3.  \$50,000 OR LESS  
Amount: 59,558.00 for jail job  
Department: Fm Dept. Monitor Name: itendrick

*Purchasing Review*  
Procurement or Contract/Lease requirements are met: [Signature] Date: 2-24-23  
Purchasing Manager or designee: \_\_\_\_\_ DeRita Mason, Erin Poole, Amber Hammonds

*2CFR Compliance Review (if required)*  
Approved as written: \_\_\_\_\_ Grant Name: \_\_\_\_\_  
[Signature] NO Federal bid Date: \_\_\_\_\_  
Grants Coordinator: \_\_\_\_\_ Suzanne Ulloa

*Risk Management Review*  
Approved as written: \_\_\_\_\_ Date: 3-3-23  
[Signature] see email attached  
Risk Manager or designee: \_\_\_\_\_ Lydia Garcia

*County Attorney Review*  
Approved as written: \_\_\_\_\_ Date: 3-14-23  
[Signature] see email attached  
County Attorney: \_\_\_\_\_ Lynn Hoshihara, Kerry Parsons or Designee

*Department Funding Review*  
Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

*IT Review (if applicable)*  
Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_



## DeRita Mason

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**From:** Jacqueline Matichuk  
**Sent:** Friday, March 3, 2023 4:11 PM  
**To:** DeRita Mason  
**Subject:** RE: RoofConnect Piggyback Agreement Draft

Approved by Risk for insurance .

Jackie Matichuk  
Claims Examiner  
Okaloosa County Risk Management  
302 N. Wilson St., Ste 301  
Crestview FL 32536  
(850) 683-6207  
[jmatichuk@myokaloosa.com](mailto:jmatichuk@myokaloosa.com)

Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication , including your e-mail address, may be subject to public disclosure.

**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Friday, February 24, 2023 2:56 PM  
**To:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Cc:** Parsons, Kerry <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>; Jacqueline Matichuk <[jmatichuk@myokaloosa.com](mailto:jmatichuk@myokaloosa.com)>  
**Subject:** RoofConnect Piggyback Agreement Draft

Good afternoon,  
Please review and approve the attached. I made some comments on the Bid from them as well.  
Thank you,

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP  
Purchasing Manager

## DeRita Mason

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**From:** Lynn Hoshihara  
**Sent:** Tuesday, March 14, 2023 10:04 AM  
**To:** DeRita Mason  
**Cc:** Parsons, Kerry  
**Subject:** Re: RoofConnect Piggyback Agreement Draft  
**Attachments:** Roof Connect piggyback 3.14.23.docx

DeRita,

With the attached changes, this is approved.

Lynn

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

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**From:** DeRita Mason  
**Sent:** Friday, February 24, 2023 3:55 PM  
**To:** Lynn Hoshihara  
**Cc:** Parsons, Kerry; Jacqueline Matichuk  
**Subject:** RoofConnect Piggyback Agreement Draft

Good afternoon,  
Please review and approve the attached. I made some comments on the Bid from them as well.  
Thank you,

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP  
Purchasing Manager  
Okaloosa County Purchasing Department



CONTRACT: C23-3309-FM  
ROOFCONNECT LOGISTICS, INC. DBA  
ROOFCONNECT  
ROOFING PRODUCTS, SERVICES AND JOB  
ORDER CONTRACTING SERVICES  
EXPIRES: 02/23/2024

**COOPERATIVE (PIGGYBACK) PURCHASE AGREEMENT  
BETWEEN OKALOOSA COUNTY, FLORIDA AND  
ROOFCONNECT LOGISTICS, INC. DBA ROOFCONNECT**

OKALOOSA COUNTY, Florida, pursuant to Section 20 of the Okaloosa County Purchasing Manual, now desires to enter into a Cooperative Purchase Agreement (Piggyback) to provide Roofing Products, Services and Job Order Contracting Services (the "Services") under the same terms and conditions as the agreement Region 4 Education Service Center (ESC) and RoofConnect Logistics, Inc., dba RoofConnect ("Contractor"), Contract Number R180902 (the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference, with a date of expiration of February 23, 2024, which Agreement resulted from a competitive procurement.

Okaloosa County has reviewed the Agreement and proposal results and agrees to the terms and conditions and further agrees that proposed pricing is fair and reasonable. Contractor hereby agrees to provide such services and prices to Okaloosa County under the same price(s), terms and conditions as the referenced Agreement above. All references in the Agreement between the parties shall be assumed to pertain to and are binding upon Contractor and Okaloosa County. All references in the Agreement to "Region 4 Education Service Center" shall be substituted with "Okaloosa County, Florida".

The parties agree to comply with Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "B". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

The parties agree to comply with the Federal Regulations set forth in Attachment "C", which are incorporated herein as part of the Agreement.

The parties agree to comply with the General Insurance Requirements set forth in Attachment "D" which are incorporated herein as part of the Agreement.

The parties further agree that exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Okaloosa County, Florida, and in any such action, Florida law shall apply.





The County wishes to allow other Florida Governmental Agencies the authority to piggyback under the same conditions, for the same contract price, and for the same effective period.

The County wishes to allow additional County roofing projects to be included under this agreement.

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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The Contractor agrees to waive any and all arbitration requirements list in the Agreement.

Agreed, accepted and consented to the <sup>4th</sup> 27 day of March April 2023.

BCC Records  
ML Carson

**ROOFCONNECT LOGISTICS, INC., DBA ROOFCONNECT**

Rachel Mooney  
Signature

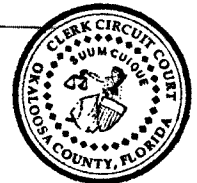
TITLE: Procurement Mgr

Rachel Mooney  
Print Name

**OKALOOSA COUNTY, FLORIDA**

BY: [Signature]  
Robert A. "Trey" Goodwin, III, Chairman

BY: [Signature]  
J.D. Peacock, II, Clerk



**Southeast**

CONTRACTORS OF NORTH FLORIDA, INC.

**RoofConnect**<sup>®</sup>  
NATIONAL ROOFING SERVICES

**Date: 02/17/2023**

**Okaloosa County**

**Okaloosa County Jail - Admin Building (Crestview, FL) Main Roof**

**1200 E James Lee Blvd**

**Crestview, FL 32536**

**Bid #: BID-23090**

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**Ken Beck**

**[Ken.beck@roofconnect.com](mailto:Ken.beck@roofconnect.com)**

**678.576.4742**

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*The proposed prices are based on current material and energy costs, current production schedule and all noted assumptions made herein. Some of these factors are very volatile and represent significant factors that influence the proposed prices.*



## SCOPE OF WORK



### Base Bid:

- Shingle Repair
- 1-year installer's warranty



### Safety and Project Preparation:

- Perform a pre-job meeting to determine jobsite logistics and safety requirements.
- Furnish proposed construction schedule, if needed.
- Furnish and install proper safety equipment.
- Furnish and install warning lines to identified areas associated with ground related roofing activities.



### System Application:

#### Base Bid – Shingles Repair

- Provide labor and equipment to remove and discard the existing shingle roof system around 28 curbs, 4 heat vent flashings, one concrete chimney, 1 exhaust and 45 pipe flashings as required- wood replacement to be determined at these areas and is not included.
- Provide labor and material to install a MFM Ultra HT Wind and Water Seal 45 mil self-adhered underlayment (Secondary Water Resistance Barrier) around same areas.
- Provide labor and material to install a new aluminum curb flashing around all curbs and chimney.
- Provide labor and material to replace all pipe flashings with new 3 in 1 pipe flashings.
- Provide labor and material to install GAF or Tamko 3-tab shingle roof system around same areas- choose shingle color from standard colors (per manufacturer's color chart). Shingles to be installed for High Wind Applications.
- Provide labor and material to repair miscellaneous damaged shingles.
- Provide labor and material to repair all nail pops in existing shingle roof.
- Provide labor and material to remove 120 feet of existing wall flashing, install MFM Ultra HT Wind and Water Seal 45 mil self-adhered underlayment at roof to wall condition, and install new aluminum roof to wall metal.
- Provide labor and material to install new fasteners in all existing headwall flashing conditions.
- Provide labor and material to install new aluminum roof to wall metal at 6 wood fascia to shingle roof tie in areas.
- Provide labor and equipment to clean all roof debris and magnetic sweep yard for nails. Remove dumpster asap after project completion.
- Provide permit if required.
- Provide a dumpster for roof related debris.

Base Bid – Cricket Area

- Provide labor and equipment to remove and discard the coated single ply roof system in cricket area approximately 35X5 and 15X5 area.
- Provide labor and material to repair rotten plywood in same area.
- Provide labor and material to install a ½” cover board over plywood in same cricket area.
- Provide labor and material to install a 60 mil TPO single ply roof system over cover board including all flashings.
- Provide labor and material to install new 3-tab shingles at TPO roof to shingle roof transition.

Base Bid – Wall Condition

- Provide labor and equipment to remove and discard the existing modified bitumen wall flashing, metal flashing, and shingles at one 15-foot wall condition.
- Provide labor and material to install a MFM Ultra HT Wind and Water Seal at roof to wall condition
- Provide labor and material to install a .032 aluminum roof to wall flashing to cover entire wall including stucco above the roof system.
- Provide labor and material to install new 3-tab shingles roof transition flashing.

**»» Miscellaneous**

- Nightly tie-ins will be performed to ensure watertight integrity during project.
- Job site will be cleaned daily during the project and at the completion of the project.

**»» Warranty**

- Once final inspection is performed and final payment is received, provide a 1-year installer’s warranty.

**»» Pricing**

• BASE BID - SHINGLE REPAIRS:	\$49,097.00	Accepted: <input checked="" type="checkbox"/>
• BASE BID - CRICKET AREA:	\$7,759.00	Accepted: <input checked="" type="checkbox"/>
• BASE BID - WALL CONDITION:	\$2,702.00	Accepted: <input checked="" type="checkbox"/>

\*See all terms, conditions, & exclusions.

Pricing for Unforeseen Conditions in the Base Proposal:

Condition	Unit	Price
½" Plywood	Sheet	\$138.00
5/8" Plywood	Sheet	\$150.00
¾" Plywood	Sheet	\$161.00
1x6 decking	LF	\$11.00
2x4 framing	LF	\$10.00
2x6 framing	LF	\$11.00
1x8 fascia replacement at fascia condition w/paint	NA	TBD

**Schedule of Reimbursement**

- 50% upon delivery of material
- 40% upon substantial completion of project
- 10% upon acceptance and issuance of warranty

**Notes:**

- The above work including insurance, warranties, hosting, and all safety equipment are included in this proposal.

**Exclusions:**

- Attic insulation, Wood Nailers, Curbs, Soffit, Fascia, Ladders and Vents are excluded. Only sheet metal associated with Roofing is included, unless otherwise stated above.
- RoofConnect is not responsible for Plumbing, Electrical, HVAC, and Containers which may be necessary to complete the project, unless otherwise stated above. RoofConnect is not responsible for Interpretation of Local Building Code.
- This proposal is based upon current, applicable Design Standards and Suitable Decking System for Roof System proposed on this Project. This Proposal is valid for 30 days from above Date.

**Material Substitution:**

In the event that any specified material or equipment becomes unavailable either temporarily or permanently after the contract is executed, provided that such availability is a result of factors beyond Contractor's control, then in the event of temporary unavailability, the contract time shall be extended to reflect the duration of time that the contractor is delayed by the unavailability, and in the case of permanent unavailability, the contractor shall be excused from providing said material or equipment and allowed to provide an available substitute. To the extent an available substitute is provided by the contractor under this provision, an increase in the cost between the originally specified material and equipment and the substitute shall be paid by the Owner to the Contractor.

**Due to current shipping and trucking volatility experienced nationwide, if there is an increase in the actual cost of shipping and/or trucking materials in excess of 5% subsequent to the making of this Agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the Agreement to reflect the price increase and additional direct cost to the Contractor. Contractor will submit written documentation of the increased costs to Customer upon request; however, Customer acknowledges that any additional costs associated with shipping and/or trucking charges under this Agreement is the sole responsibility of Customer, and Contractor shall not be held liable or responsible for same.**







## ACCEPTANCE

As authorized representative of Okaloosa County, I hereby accept the above proposal, summarized as follows: Pricing is only valid for 30 days due to material volatility.

Proposed Item	Price	Accepted
Base Bid – Shingle Repair	\$49,097.00	<input checked="" type="checkbox"/>
Base Bid – Cricket Area	\$7,759.00	<input checked="" type="checkbox"/>
Base Bid – Wall Condition	\$2,702.00	<input checked="" type="checkbox"/>
Warranty Extension Program	\$ per annual	<input type="checkbox"/>

ACCEPTANCE: The undersigned Customer hereby accepts this Proposal/Contract and, intending to be legally bound hereby, agrees that this writing, including the terms and conditions and documents incorporated herein, shall be a binding contract and shall constitute the entire contract upon execution of this Contract by Customer and RoofConnect. Any additional or different terms and conditions set forth in the Customer's purchase order or any other agreement between Customer and RoofConnect are expressly rejected by RoofConnect and shall not be binding upon RoofConnect. Any modification to this Proposal/Contract, including the terms and conditions and documents incorporated herein, must be in writing, signed by both parties, and it must expressly state that it is intended to modify this Proposal/Contract and its terms and conditions or documents incorporated herein.

**ACCEPTED BY:**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Approved Contract**

**Amount:**                   \$ 59,558.00

**Purchase**

**Order Number:** \_\_\_\_\_

## PROJECT AGREEMENT TERMS AND CONDITIONS

**Nature of Work.** The construction services will be performed by a roofing contractor member of RoofConnect (hereinafter referred to as the "Roofing Contractor") who is qualified and licensed to perform the construction work and services referenced in this Proposal/Contract. The Roofing Contractor shall furnish the labor and material to perform the Work described herein and/or in the referenced contract documents. Neither RoofConnect nor the Roofing Contractor provide design, engineering or architectural services. It is Customer's responsibility to retain a licensed architect or engineer to determine proper design and code compliance, including a determination as to whether and what type of a vapor or air retarder is needed. If plans, specifications or other design documents have been furnished by Customer, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Customer or its licensed architect or engineer is responsible for any loss, damage or expense due to defects in plans or specifications or building code violations, unless such damage results from a deviation by Roofing Contractor from what is specified. Customer is responsible for any losses due to condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage, ponding on the roof, structural conditions or the properties of the roof deck or substrate on which the Roofing Contractor's roofing Work is installed.

**Deck.** Customer warrants that structures on which the Roofing Contractor is to work are in sound condition and capable of withstanding roof construction, equipment and operations. Commencement of roof installation indicates only that the surface of the roof deck appears satisfactory to attach roofing materials and that no visible defects were apparent. Customer and/or its designers and other contractors are responsible for the structural sufficiency, quality of construction (including compliance with FMG criteria), undulations, fastening and moisture content of the roof deck. Customer is responsible to test or assess moisture content of the roof deck or substrate.

**Asbestos and Toxic Materials.** This Proposal/Contract is based on not coming into contact with asbestos-containing or toxic materials ("ACM"). Customer is responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACM. The Contract Price shall be increased for additional expenses resulting from the presence of ACM. Customer shall indemnify RoofConnect and Roofing Contractor from and against any liability, damages, losses, claims, demands or citations arising out of the presence of ACM.

**Payment.** Unless stated otherwise on the face of this Proposal/Contract, within ten (10) days of substantial completion of the Work, Customer shall pay RoofConnect the Contract Price plus any additional charges for changed or extra work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to RoofConnect by the fifth (5th) day of the month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All sums not paid when due shall earn interest at the rate of 1% per month (12% per year). RoofConnect shall be entitled to recover from Customer all costs of collection incurred by RoofConnect, including attorneys' fees, resulting from Customer's failure to make proper payment when due. Customer's acceptance of the Work and payment from Customer is not dependent upon criteria promulgated by Factory Mutual Global, including wind uplift testing. Customer acknowledges that RoofConnect is not an insurance adjuster and that RoofConnect cannot and will not negotiate directly with Customer's insurance carriers on Customer's behalf. Customer shall be solely responsible for payment in full to RoofConnect and any reimbursement to Customer by an insurance carrier shall be Customer's sole responsibility to negotiate and resolve.

**Right to Stop Work.** The failure of Customer to make proper payment when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle RoofConnect, at its discretion, to direct Roofing Contractor to suspend all Work and shipments, including furnishing warranty, until full payment is made. The time period to perform the Work shall be extended for a period equal to the period during which the Work was suspended, and the Contract Price shall be increased by the amount of reasonable costs of shut-down, delay and start-up.

**Insurance.** RoofConnect shall require its Roofing Contractor to carry workers' compensation and commercial general liability insurance. Upon request by Customer, RoofConnect will furnish to Customer a Certificate of Insurance showing the Roofing Contractor's insurance coverage.

**Additional Insured.** If Customer requires that Customer or others be listed as additional insureds on the liability insurance policy, Customer agrees that the naming of Customer or others as additional insureds is intended to apply to claims made against the additional insured only to the extent the claim is due to the negligence of the Roofing Contractor and it does not apply to or make the insurer liable for claims that are due to the fault of the additional insured.

**Clean-up; Interior Protection.** Customer acknowledges that re-roofing of an existing building may cause disturbance, dust, debris or fireproofing to fall into the interior depending on existing building conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Customer shall be responsible for clean-up, disturbance, damage or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold harmless RoofConnect and Roofing Contractor from claims of tenants who were not so notified and did not provide protection. Unless otherwise specified on the face of this Proposal/Contract, Customer shall provide all trash dumpsters for disposal of roofing materials during performance of the Work.





**Deck Repairs and Unforeseen Conditions.** Any work required to replace rotten or missing wood or deteriorated decking to make the deck suitable for roof installation shall be done on a labor and material or unit price basis as an extra unless specifically included in the Scope of Work. Deck repairs or replacement shall be performed as needed to provide an adequate substrate for the roofing materials. Unforeseen conditions that may affect the Work will be reported to Customer and authorization requested prior to permanent repairs being performed.

**Schedule.** Any dates provided in this Proposal/Contract for commencement and progress of the Work are estimated and subject to change. RoofConnect will promptly notify Customer of any changes in the date of commencement or estimated date of completion of the Work.

**Damages and Delays/Force Majeure.** Customer shall coordinate the Project so that the Project proceeds in an orderly and customary manner and so as to avoid newly installed roofing being used as a surface for on-going construction work. If others damage the Work, including damage to temporary tie-ins and punctures, cuts and tears in the roof membrane or flashings, Customer agrees to backcharge those causing the damage. Any repairing of the same will be charged as an extra on a time and materials basis, and the time for performance shall be extended for a time sufficient to make such repairs. For damage or delay caused by circumstances beyond the control of the parties, including but not limited to acts of God, pandemics, epidemics, quarantines, accidents, unavoidable casualties, snow, ice dams, fire, adverse weather, vandalism, regulation, strikes, jurisdictional disputes, disruption in supply chains, failure or delay of transportation, shortage of or inability to obtain materials or equipment or labor and delays caused by others, the time for performance of the Work shall be extended and the Contract Price shall be increased for additional costs of performing the Work due to such circumstance(s).

**Roof Projections.** The Work includes flashing roof projections that are in place prior to installation of roofing or shown on the architectural plans provided by Customer. Penetrations not shown on the plans provided by Customer prior to submittal of this Proposal/Contract or required after installation of roofing shall be considered an order for extra work, and the Contract Price shall be increased based on time and material rates for additional expenses resulting from additional penetrations.

**Changes in the Work and Extra Work.** Customer shall be entitled to request in writing extra or changed work that is not part of the original Scope of Work, and the total Contract Price shall be adjusted accordingly. Customer shall not give orders for work that is required to be performed at that time and then refuse to make payment on the grounds that a Change Order was not executed at the time the work was performed or Customer's representative was not authorized to order the change. This Proposal/Contract is based upon all Work being performed during regular working hours. Extra charges will be made for overtime and Work performed outside of regular working hours, if required by Customer.

**Wind Loads or Uplift Pressures.** Design Professional is responsible to design the Work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required, the Contract Price is based solely on manufacturer's printed test results. No representations are made regarding wind uplift capacity.

**Tolerances.** All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area.

**Fumes and Emissions.** Customer acknowledges that odors and emissions from roofing products will be released as part of the roofing operations. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold RoofConnect and Roofing Contractor harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

**Material Cost Escalation.** Steel products, asphalt, polyisocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control of the parties. If there is an increase in these or other roofing products between the date of this Proposal/Contract and the time when the Work is to be performed, the Contract Price may be increased to reflect the additional cost, upon submittal of written documentation and advance notice.

**Backcharges.** No backcharges or claims for payment of services rendered or materials and equipment furnished by Customer shall be valid unless previously authorized in writing by RoofConnect and unless written notice is given to RoofConnect within five (5) days of the event, act or omission which is the basis of the backcharge.



**Roof Top Safety.** Customer warrants there will be no live power lines on or near the roof servicing the building where the Work will be performed and that Customer will turn off any such power supplies to avoid an electrocution risk. Customer will indemnify Roofing Contractor and RoofConnect from personal injury and other claims and expenses if Customer fails to turn-off power so as to avoid injury resulting from the presence of concealed electrical conduit and live electrical power. Customer is responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines. Customer shall shut down roof located electronic equipment that emits or receives radio frequency waves while the Work is being performed on the roof so that workers will not be subject to radio frequency waves or electromagnetic radiation while working on the roof and shall indemnify and hold harmless RoofConnect and Roofing Contractor from any personal injury claims resulting from a failure by Customer to do so. Except for workers performing the Work, Customer is responsible for the safety of persons or entities whom Customer allows or authorizes to be on the roof. Customer agrees to and shall indemnify and hold Roofing Contractor and RoofConnect harmless, including attorneys' fees, from claims for personal injury by persons or entities whom Customer has allowed or authorized to be on the roof.

**Conduit and Materials Attached to Deck.** The Contract Price is based upon there not being electrical conduit, cables, wires or other materials embedded within the roof assembly or attached directly to the underside or topside of the roof deck upon which the new roof will be installed. Customer is responsible for all loss and damage caused by conduit, wires, cables, pipes, fireproofing or any objects attached to the underside of the roof decking which could be damaged during installation of the new roof system or repairs.

**Availability of Site.** Customer shall provide direct access to the work site for the passage of trucks and materials and direct access to the roof. The raising, disconnection, re-connection, or relocation of any mechanical equipment on the roof that may be necessary to perform the roofing work shall be performed by others or treated as an extra. The Work shall not be required to begin until underlying areas are ready and acceptable to receive the Work and sufficient areas of roof deck are clear and available and free from snow, water or debris to allow for continuous full operation. The expense of any extra trips to and from the job as a result of the job not being ready for the Work after Customer has provided notice to proceed will be charged as an extra. Customer shall provide at the worksite sufficient storage room for all materials and reasonable use of such facilities as scaffolding, elevators, and such other equipment as may be available for handling materials. Customer shall permit the use of driveways and paved areas leading to or adjacent to the worksite for equipment without liability occasioned by such use. Customer shall supply at the worksite for performance of the Work: water, power, site security, and clear access to work area.

**Warranty.** A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this Proposal/Contract. It is expressly agreed that in the event of alleged defects in the materials furnished, Customer shall have recourse only against the manufacturer of such material. The Roofing Contractor's workmanship warranty, which shall warrant the workmanship for a period of 12 months from completion of the Work, shall be furnished to the Customer. The workmanship warranty will not extend to conditions, leaks or damages caused by (1) abuse, misuse, vandalism, lack of maintenance, accident or negligence in maintaining the roof by Customer or others; (2) lightning, hail, windstorm, hurricane, earthquake, thermal shock or other acts of God; (3) other building components, including solar equipment, building movement, cracking, settlement, deflection of roof deck, dry rot, deterioration of walls, water entry through masonry or other building components, vapor condensation from below, and defects in the materials used as a base under the roof; (4) faulty vents, equipment supports, and other penetrations of the roof work and edge conditions, unless such items were included in the Work; (5) installation, service or maintenance of roof top equipment, solar equipment, plant media, overburden or traffic of any nature on the roof by Customer or others; (6) acts or omissions of Customer or others; (7) movement of metal work; (8) ponding of water; (9) discharge of oils, greases, solvents or chemicals; (10) damage caused by termites, insects, birds or animals; (11) penetration of the roofing from beneath by nails or other fasteners; (12) ice dams; or (13) blockage of roof drains or gutters. If, during the term of the workmanship warranty, the subject property is exposed to tornadoes, hurricanes, or earthquakes, the warranty will be void and cancelled. **ALL IMPLIED WARRANTIES AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

**Existing Conditions.** Customer is responsible for leakage through the existing roof or other portions of the building that have not yet been reroofed by Roofing Contractor.

**Mold.** Customer agrees to act promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly including prompt notice to RoofConnect if Customer believes there are roof leaks. Repairs to deficient workmanship shall be made promptly after RoofConnect receives written notice of leaks. Customer is responsible for monitoring any leak areas and for indoor air quality. Customer shall hold harmless and indemnify RoofConnect and Roofing Contractor from claims due to indoor air quality and resulting from a failure by Customer to maintain the building in a manner to avoid growth of mold.

**Material References.** Technical specifications (i.e., R-value, ASTM or UL compliance) of materials used are represented as such by the material manufacturers. RoofConnect and its Roofing Contractor are not responsible for verifying such technical specifications.

**Oil-canning.** Metal roofing and wall panels, especially lengthy flat-span sheet-metal panels, often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factor such as the length and color of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the roofing work performed. The type of metal roofing or wall panels specified can affect the degree of oil-canning. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.



**Specific Exclusions.** Unless specifically included in the Scope of Work on the face of this Proposal/Contract, the following items are expressly excluded from the Work: (1) bonds of any kind; (2) costs for permits and third-party inspections; (3) overtime, after-hours work, and work on any legally recognized holiday; (4) LEED Certification or any other type of green building certification; (5) repair of any damaged landscaping and repair or painting of other property; (6) abatement of asbestos and any other hazardous material; (7) labor and materials not specifically described on the face of this Proposal/Contract; and (8) security services.

**Dispute Resolution.** If a dispute arises between the parties with respect to any matters or questions arising out of or relating to this Contract or the breach thereof, the parties will seek to mediate the dispute. If mediation is unsuccessful, arbitration shall be administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. Customer agrees to the joinder of any third parties, including Roofing Contractor, in the arbitration proceeding at the request of RoofConnect. The location of such arbitration shall be Little Rock, Arkansas or such other location as agreed by the parties. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in any court having jurisdiction thereof. Any legal claim against RoofConnect must be initiated no later than two (2) years after completion of the Work. Collection matters may be processed through litigation or arbitration at the discretion of RoofConnect.

**Governing Law.** This Contract/Proposal shall be governed by the laws of the State of Florida.

**Limitation of Liability.** ROOFCONNECT SHALL NOT IN ANY CIRCUMSTANCE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, TORT CLAIMS (INCLUDING NEGLIGENCE) OR OTHER GROUNDS, BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS LOST PROFITS, LOSS OF REVENUE, BUSINESS INTERRUPTION, LOSS OF PRODUCT OR PRODUCTION AND SIMILAR LOSSES. TO THE FULLEST EXTENT PERMITTED BY LAW, ROOFCONNECT'S LIABILITY FOR DAMAGES ARISING OUT OF THIS PROPOSAL/CONTRACT AND/OR THE WORK, WHETHER SUCH DAMAGES ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORTS (INCLUDING NEGLIGENCE) OR OTHER GROUNDS, SHALL NOT EXCEED TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) OR THE CONTRACT PRICE, WHICHEVER IS LESS. Customer acknowledges and agrees that any advice or other assistance furnished by RoofConnect regarding any labor, equipment, goods, materials, or systems, whether or not furnished hereunder, is provided solely in RoofConnect's capacity as manager of a network of roofing contractors and shall not be construed as advice or assistance of a professional consultant, engineer or designer, therefore, RoofConnect shall have no liability to Customer or others with respect to any such advice or assistance.

**Status of RoofConnect.** It is understood by the parties that RoofConnect itself is not a licensed construction contractor and will not itself perform the construction services referenced in this Proposal/Contract. RoofConnect provides a network of leading professional roofing contractors operating throughout the United States. The construction services will be performed by a Roofing Contractor member of RoofConnect who is qualified and licensed to perform the construction work and services referenced in this Proposal/Contract.

**Entire Agreement.** This Proposal/Contract, including these Terms and Conditions and documents specifically listed as Contract Documents on the Proposal/Contract, constitutes the entire agreement between the parties with respect to the subject matter herein.



The National Roofing Contractors Association (NRCA) performed a study comparing three roof maintenance philosophies and their impact on roof life. Their findings showed the following:

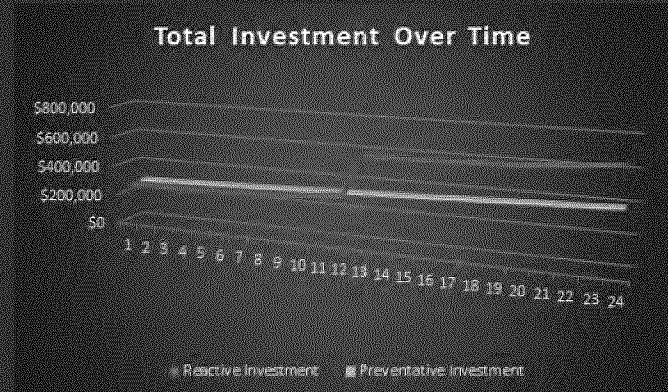
Maintenance Type	Average Life Span
Unmaintained	10 to 14 years
Maintained	14 to 20 years
Managed	20 to 35 years

## ROOFING TOTAL COST OF OWNERSHIP REACTIVE VS. PREVENTATIVE MAINTENANCE IN GENERAL, MAINTENANCE FALLS INTO TWO CATEGORIES: REACTIVE OR PREVENTATIVE.

**REACTIVE MAINTENANCE** focuses on repairing an asset once failure occurs. **PREVENTATIVE MAINTENANCE**, however, focuses on avoiding repairs and asset failure through preventative and predictive methods.

### THE BENEFITS OF PREVENTATIVE MAINTENANCE

Preventative maintenance is a management strategy to provide and maintain serviceable roofing assets. It is a multi year planned strategy to select most effective treatments to preserve your roof, to impede their future deterioration and to maintain or to improve their functional condition while maintaining a safe and dry building interior.



A study on repair costs was performed by the country's largest roofing manufacturer. They found the average cost to maintain a roof as part of an asset management program to be \$0.04 per square foot. The average cost of repairs performed on a reactive basis was four times as much at \$0.16 per square foot! While these studies can provide an idea of the costs associated with reactive repairs, they did not include the hidden costs resulting from the need for roof repair. These include damage to insulation (loss of energy efficiency), deck degradation (structural concerns), damage to ceiling tiles, business disruptions, product loss, and slip & fall litigation.

### TOTAL COST OF OWNERSHIP

Choosing to pursue a preventative maintenance plan can save you money and extend the life of your roof. In the example in Figure 2, a case study was performed, comparing total cost of ownership when a preventative maintenance plan is enacted versus the cost of maintaining your roof asset reactively.

**THE PREVENTATIVE MAINTENANCE PLAN NOT ONLY EXTENDS THE LIFE OF YOUR ROOF BUT SAVES YOU 43% OF THE TOTAL COST PER YEAR!**

REACTIVE MAINTENANCE		PREVENTATIVE MAINTENANCE	
Roof Installation Cost	\$265,000.00	Roof Installation Cost	\$265,000.00
Leak Service	\$48,000.00	PM Cost (annual inspection/maintenance)	\$85,000.00
Repair Cost	\$15,000.00	Leak Service	\$10,000.00
Total Cost Roof #1	\$328,000.00	Repair Cost	\$15,000.00
Life of Roof (years)	12	Total Cost	\$375,000.00
Re roof Installation Cost	\$265,000.00	Life of Roof (years)	24
Leak Service	\$48,000.00		
Repair Cost	\$15,000.00		
Total Cost of Roof #2	\$328,000.00		
Total Cost Over 24 Years	\$656,000.00	Total Cost Over 24 Years	\$375,000.00
Total Cost of Ownership (per year)	\$23,333.00	Total Cost of Ownership (per year)	\$15,625.00





**EXHIBIT "A"  
AGREEMENT**



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**Region 4 Education Service Center (ESC)**

**Contract # R180902**

*for*

**Roofing Products, Services, and Job-Order-Contracting  
Services**

*with*

**RoofConnect Logistics, Inc. dba RoofConnect**

**Effective: March 1, 2019**




The following documents comprise the executed contract between the Region 4 Education Service Center and RoofConnect Logistics, Inc. dba RoofConnect, effective March 1, 2019:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

**VENDOR CONTRACT SIGNATURE FORM**

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: 120 days

Company name RoofConnect Logistics, Inc. dba RoofConnect  
Address 44 Grant 65 - PO Box 908  
City/State/Zip Sheridan, AR 72150  
Telephone No. 870-942-5613  
Fax No. 870-942-2666  
Email address nationalipa@roofconnect.com  
Printed name Jeremy Hill  
Position with company Vice President of Operations  
Authorized signature 

Accepted by The Cooperative Purchasing Network:

Acknowledgement of Addendum Number: 1

Term of contract 3/1/2019 to 2/28/2021

Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

  
Region 4 ESC Authorized Board Member

8-28-18  
Date

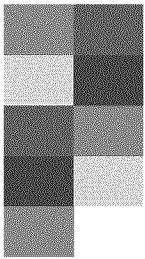
Margaret S. Bass  
Print Name

  
Region 4 ESC Authorized Board Member

8-28-18  
Date

CARMEN T. MORENO  
Print Name

TCPN Contract Number R180902



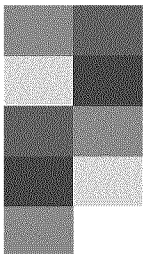
**RoofConnect**<sup>®</sup>  
NATIONAL ROOFING SERVICES

**RESPONSE TO**

Solicitation Number 18 09: Request for Proposal by  
Region 4 Education Service Center  
for Roofing Products, Services, and Job Order  
Contracting Services

**Submitted July 26, 2018**

**ENTIRE VENDOR CONTRACT  
AND SIGNATURE FORM  
GENERAL TERMS  
AND  
CONDITIONS ACCEPTANCE FORM**



**RoofConnect®**  
NATIONAL ROOFING SERVICES

**RESPONSE TO**

Solicitation Number 18 09: Request for Proposal by  
Region 4 Education Service Center  
for Roofing Products, Services, and Job Order  
Contracting Services

## APPENDIX A

### VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of July 26 2018, by and between RoofConnect Logistics, Inc. dba RoofConnect ("Vendor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Roofing Products, Services, and Job-Order-Contracting Services ("the products and services").*

#### RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

#### ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.
- 1.4 **Purchasing procedure:**
  - Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "Per TCPN Contract # R \_\_\_\_\_."
  - Vendor delivers goods/services directly to the participating agency.

- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

## ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- 2.1 Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.
- 2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent to renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

## ARTICLE 3- REPRESENTATIONS AND COVENANTS

- 3.1. **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable."
- 3.2. **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.
- 3.3. **Offeror's Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

## ARTICLE 4- FORMATION OF CONTRACT

- 4.1. **Offeror Contract Documents:** Region 4 ESC will review proposed Offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.
- 4.2. **Form of Contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3. **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.



- 4.4. **Assignment of Contract**: No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. **Novation**: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7. **Order of Precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- Special terms and conditions
  - General terms and conditions
  - Specifications and scope of work
  - Attachments and exhibits
  - Documents referenced or included in the solicitation
- 4.8. **Supplemental Agreements**: The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9. **Adding authorized distributors/dealers**: Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

## **ARTICLE 5- TERMINATION OF CONTRACT**

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency**: Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the contract;
  - ii. Providing work and/or material that was not awarded under the contract;
  - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
  - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
  - v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or

- vi. Performing work or providing services under the contract prior to receiving an authorized purchase order from Region 4 ESC or participating member prior to such work

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur, then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

5.5 **Standard Cancellation:** Region 4 ESC may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

## **ARTICLE 6- LICENSES**

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

- 6.2 **Survival Clause**: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

## **ARTICLE 7- DELIVERY PROVISIONS**

- 7.1 **Delivery**: Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance**: If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

## **ARTICLE 8- BILLING AND REPORTING**

- 8.1 **Payments**: The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices**: The awarded vendor shall submit invoices to the participating entity clearly stating "*Per TCPN Contract*". The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3 **Tax Exempt Status**: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- 8.4 **Reporting**: The awarded vendor shall provide TCPN with an electronic accounting report, in a format prescribed by TCPN, on a monthly basis summarizing all contract Sales for the applicable month. Reports of Contract Sales for Region 4 ESC and member agencies in each calendar month shall be provided by awarded vendor to TCPN by the 10<sup>th</sup> day of the following month. If there are no sales to report, Vendor is still required to communicate that information via email.

Failure to provide a monthly report of the administrative fees within the time and manner specified herein shall constitute a material breach of this contract and if not cured within thirty (30) days of written to Supplier shall be deemed a cause for termination of the contract at Region 4 ESC's sole discretion.

## **ARTICLE 9- PRICING**

- 9.1 **Best price guarantee**: The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of

any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.

- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.

It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees monthly to TCPN in the amount of 3% of the total purchase amount paid to awarded vendor, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Region 4 ESC and member agencies pursuant to the contract (as amended from time to time and including any renewal thereof) ("Contract Sales").

Administrative fee payments are to accompany the contract monthly sales report by the 10<sup>th</sup> day of the following month, in the amount indicated on the report as being due. Administrative fee payments are to be paid by the awarded vendor via Automated Clearing House to a TCPN designated financial institution.

Failure to provide a monthly payment of the administrative fees within the time and manner specified herein shall constitute a material breach of the contract and if not cured within thirty (30) day of written notice to awarded vendor shall be deemed a cause for termination of the contract, at Region 4 ESC's sole discretion.

All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 ½% per month or the maximum rate permitted by law until paid in full.

## **ARTICLE 10- PRICING AUDIT**

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1)

year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

## **ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS**

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

## **ARTICLE 12- SITE REQUIREMENTS**

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation:** Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

### **ARTICLE 13- MISCELLANEOUS**

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best effort attempt by the entity to obtain appropriate funds for payment of the contract."

- 13.2 **Disclosures:** Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 13.3 **Indemnity:** The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including

any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax:** The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- 13.5 **Marketing:** Awarded vendor agrees to allow Region 4 ESC/TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.
- 13.6 **Certificates of Insurance:** Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.7 **Legal Obligations:** It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- 13.8 **Open Records Policy:** Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.



**VENDOR CONTRACT SIGNATURE FORM**

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name RoofConnect Logistics, Inc. dba RoofConnect

Address 44 Grant 65 - PO Box 908

City/State/Zip Sheridan, AR 72150

Telephone No. 870-942-5613

Fax No. 870-942-2666

Email address nationalipa@roofconnect.com

Printed name Jeremy Hill

Position with company Vice President of Operations

Authorized signature 

**Accepted by The Cooperative Purchasing Network:**

**Term of contract** \_\_\_\_\_ **to** \_\_\_\_\_

Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date


\_\_\_\_\_  
Print Name

**TCPN Contract Number** \_\_\_\_\_

**VENDOR CONTRACT SIGNATURE FORM**

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name RoofConnect Logistics, Inc. dba RoofConnect  
Address 44 Grant 65 - PO Box 908  
City/State/Zip Sheridan, AR 72150  
Telephone No. 870-942-5613  
Fax No. 870-942-2666  
Email address nationalipa@roofconnect.com  
Printed name Jeremy Hill  
Position with company Vice President of Operations  
Authorized signature 

**Accepted by The Cooperative Purchasing Network:**

Acknowledgement of Addendum Number: 1

Term of contract \_\_\_\_\_ to \_\_\_\_\_

Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

TCPN Contract Number \_\_\_\_\_

Appendix D:

**GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

*Signature on Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and Conditions:**

We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

\*Please see following page for details on each exception/deviation we have to the general terms/conditions.

Section/Page	Term, Condition, or Specification	Exception/Deviation	Region 4 Accepts

## Exceptions/Deviations

- Tab 2; Pages 1 – 7 (Questionnaire, Diversity Programs)
  - RoofConnect Member information shall remain confidential. RoofConnect is a member organization that is contractually obligated to maintain a confidential listing of contractors within its organization. Listing of Member Contractors publicly can be detrimental to the long-term ability for RoofConnect to maintain its client base on the national level.
- Tab 3; Pages 2 – 17 (Company Profile, Sales Offices)
  - RoofConnect Member Contractor Sales Offices listing and sales staff shall remain confidential. RoofConnect is a member organization that is contractually obligated to maintain a confidential listing of contractors within its organization. Listing of Member Contractors publicly can be detrimental to the long-term ability for RoofConnect to maintain its client base on the national level.
- Tab 3; Page 27; Questions 10 & 11 (Company Profile, Sales Volume)
  - RoofConnect's sales volume shall remain confidential. Because RoofConnect is not publicly traded, it is not required to disclose financial information by the Security Exchange Commission, as required of publicly traded organizations.
- Tab 3; Pages 54 – 65 (Company Profile, Sample Inspection Report)
  - RoofConnect's customer information as well as proposal formats and pricing shall remain confidential. Specific client contact information has also been included in the reference sections that can be used by RoofConnect's competitors.
- Tab 3; Page 70; Question 24 (Company Profile, Administration)
  - RoofConnect's sales volume shall remain confidential. Because RoofConnect is not publicly traded, it is not required to disclose financial information by the Security Exchange Commission, as required of publicly traded organizations.
- Tab 3; Pages 76 – 144 (Company Profile, Member Contractor Licenses)
  - RoofConnect Member Contractor's state specific contractor's licenses shall remain confidential. RoofConnect is a member organization that is contractually obligated to maintain a confidential listing of contractors within its organization. Listing of Member Contractors publicly can be detrimental to the long-term ability for RoofConnect to maintain its client base on the national level.
- Tab 4; Pages 11 – 13 (Products/Services, Sample Proposals for JOC)
  - RoofConnect's customer information as well as proposal formats and pricing shall remain confidential. Specific client contact information has also been included in the reference sections that can be used by RoofConnect's competitors.
- Tab 4; Pages 14 – 41 (Products/Services, Member Contractor's Surety Bonding Letters)
  - RoofConnect Member bonding letters shall remain confidential. RoofConnect is a member organization that is contractually obligated to maintain a confidential listing of contractors within its organization. Listing of Member Contractors publicly can be detrimental to the long-term ability for RoofConnect to maintain its client base on the national level.
- Tab 5; (References)
  - RoofConnect customer information as well as sales and pricing shall remain confidential. Specific client contact information has also been included in the reference sections that can be used by RoofConnect's competitors.

- Tab 6 (Pricing)
  - Pricing for the solicitation shall remain confidential for this solicitation. RoofConnect's pricing structure for this solicitation is unique to this opportunity. Pricing components can be used negatively in the open market and can directly impact RoofConnect and RoofConnect's Member contractors' opportunities for future success.
- Tab 7; Pages 4 – 8; 10 – 11 (Value-Add)
  - RoofConnect's response includes proprietary pricing in the value-add section. Programs and offerings are specific to the RoofConnect organization. The programs and offerings are a competitive advantage not available to RoofConnect's competition.



## Vendor Contract Launch

Vendors must commit to attending a contract launch meeting with a member of the Business Development Team should they be awarded a contract with Region 4 ESC through this RFP. Vendor contract launches are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

It is highly recommended that the individuals who will handle contract management, reporting and marketing are in attendance.

**If awarded**, please provide contact information for scheduling:

RoofConnect Logistics, Inc. dba RoofConnect

Vendor

Jeremy Hill

Point of Contact

Vice President of Operations

Title

870-942-5613

Phone Number

nationalipa@roofconnect.com

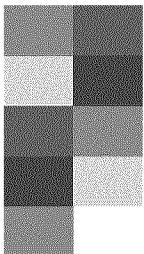
Email Address

Signature: 

Date: 7/26/18



# QUESTIONNAIRE



**RoofConnect**<sup>®</sup>  
NATIONAL ROOFING SERVICES

## RESPONSE TO

Solicitation Number 18 09: Request for Proposal by  
Region 4 Education Service Center  
for Roofing Products, Services, and Job Order  
Contracting Services



Appendix E:  
**QUESTIONNAIRE**

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

**1. States Covered**

Offeror must indicate any and all states where products and services can be offered.

**Please indicate the price co-efficient for each state if it varies.** (If applicable)

**50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |   |   |
|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Montana        |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Nebraska       |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Nevada         |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> New Hampshire  |
| <input type="checkbox"/> California           | <input type="checkbox"/> New Jersey     |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> New Mexico     |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> New York       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Maryland             | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Massachusetts        | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Michigan             | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Minnesota            | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Mississippi          | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Missouri             |   |

**Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

- |   |  |
|---|--|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico             |
| <input type="checkbox"/> Guam                           | <input type="checkbox"/> U.S. Virgin Islands     |
| <input type="checkbox"/> Midway Islands                 |  |

**2. Diversity Programs**

- Do you currently have a diversity program or any diversity partners that you do business with?  Yes  No
- If the answer is yes, do you plan to offer your program or partnership through TCPN?  Yes  No

*(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)*

- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company?  
 Yes  No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

**3. Minority and Women Business Enterprise (M/WBE) and (HUB) Participation**

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veteran business enterprises, historically underutilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Offerors shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

**a. Minority Women Business Enterprise**

Offeror certifies that this firm is an M/WBE  Yes  No

List certifying agency: \_\_\_\_\_

**b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**

Offeror certifies that this firm is a SBE or DBE  Yes  No

List certifying agency: \_\_\_\_\_

**c. Disabled Veterans Business Enterprise (DVBE)**

Offeror certifies that this firm is a DVBE  Yes  No

List certifying agency: \_\_\_\_\_

**d. Historically Underutilized Businesses (HUB)**

Offeror certifies that this firm is a HUB  Yes  No

List certifying agency: \_\_\_\_\_

**e. Historically Underutilized Business Zone Enterprise (HUB Zone)**

Offeror certifies that this firm is a HUB Zone  Yes  No

List certifying agency: \_\_\_\_\_

**f. Other**

Offeror certifies that this firm is a recognized diversity certificate holder  Yes  No

List certifying agency: \_\_\_\_\_

**4. Residency**

Responding Company's principal place of business is in the city of Sheridan, State of AR.

5. **Felony Conviction Notice**

Please check applicable box:

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony.

\*If the third (3<sup>rd</sup>) box is checked, a detailed explanation of the names and convictions must be attached.

6. **Processing Information**

Company contact for:

Contract Management

Contact Person: Jeremy Hill  
Title: Vice President of Operations  
Company: RoofConnect Logistics, Inc. dba RoofConnect  
Address: 44 Grant 65, PO Box 908  
City: Sheridan State: AR Zip: 72150  
Phone: 877-942-5613 Fax: 870-942-2666  
Email: jeremy.hill@roofconnect.com

Billing & Reporting/Accounts Payable

Contact Person: Jarred Crow  
Title: Chief Financial Officer  
Company: RoofConnect Logistics, Inc. dba RoofConnect  
Address: 44 Grant 65, PO Box 908  
City: Sheridan State: AR Zip: 72150  
Phone: 877-942-5613 Fax: 870-942-2666  
Email: jarred.crow@roofconnect.com

Marketing

Contact Person: Rachel Mooney  
Title: Marketing Coordinator  
Company: RoofConnect Logistics, Inc. dba RoofConnect  
Address: 44 Grant 65, PO Box 908  
City: Sheridan State: AR Zip: 72150  
Phone: 877-942-5613 Fax: 870-942-2666  
Email: rachel.mooney@roofconnect.com

7. **Distribution Channel:** Which best describes your company's position in the distribution channel:

- Manufacturer direct       Certified education/government reseller  
 Authorized distributor       Manufacturer marketing through reseller  
 Value-added reseller       Other \_\_\_\_\_

8. **Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

Yes     No

*(If answer is no, attach a statement detailing how pricing for participants would be calculated.)*

- Pricing submitted includes the required administrative fee?  Yes     No

*(Fee calculated based on invoice price to customer)*

- Additional discounts for purchase of a guaranteed quantity?  Yes     No

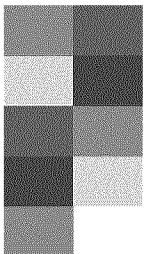
9. **Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing:

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
Allied States Cooperative	N/A	9/30/18	\$160,000
TIPS-USA	N/A	9/27/18	\$203,236



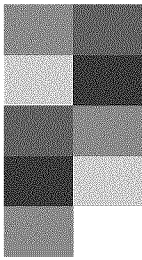
# COMPANY PROFILE



**RoofConnect**<sup>®</sup>  
NATIONAL ROOFING SERVICES

## RESPONSE TO

Solicitation Number 18 09: Request for Proposal by  
Region 4 Education Service Center  
for Roofing Products, Services, and Job Order  
Contracting Services



# RoofConnect®

NATIONAL ROOFING SERVICES

## Company Profile

Solicitation Number 18 09: Request for Proposal by  
Region 4 Education Service Center  
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1. Company’s official registered name. **RoofConnect Logistics, Inc. dba RoofConnect**
2. Brief history of your company, including the year it was established.

RoofConnect was officially established in 2002 as a professional roofing service provider when 27 independent roofing contractors joined together to address the needs of building owners looking for a nationwide, single-source roofing organization.

Today, RoofConnect has grown to over 396 contractors and more than 497 service locations across the country. To this day RoofConnect contractors ensure the finest workmanship available no matter where their client's business is located.

Any National IPA Member with one location or multiple locations and roofing needs, whether they are regular roof maintenance and leak repairs, capital re-roof or coating projects, roof consulting needs, or even natural disaster, will benefit by utilizing RoofConnect’s nationwide coverage and resources. The nationwide coverage is offered by a single call to RoofConnect which allows agencies and building owner’s peace of mind both for the reactive roofing emergencies and proactive roof asset planning.

3. Company’s Dun & Bradstreet (D&B) number. 14-6204982

4. Corporate office location:

Sheridan, Ark.

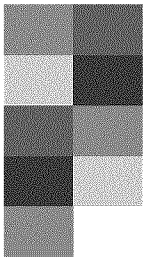
5. List the total number of sales persons employed by your organization within the United States, broken down by market.

Sheridan, AR, 13 sales people  
+ Field Sales/Service Personnel at Nationwide Member Locations\*

\*RoofConnect’s Member Contractors have additional sales personnel at each of our service locations that will add resources nationwide. See item 6 below.

Thirteen (13) corporate sales professionals covering the United States divided into 11 Regions of coverage:

Central States	Western States	Ohio	South Texas
Northeast States	Arkansas	Tennessee	
Southeast States	Georgia	North Central Texas	



7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes\*:

a. Sales:

David Workman, President and CEO  
Wade Crosswhite, Vice President of Sales  
Wayne Gwaltney, Director of Business Development

b. Sales Support:

Eric Harrison, Vice President of Technical Services  
Jeremy Hill, Vice President of Operations  
Brooke Spears, National Account Project Manager

c. Marketing:

Rachel Mooney, Marketing Coordinator

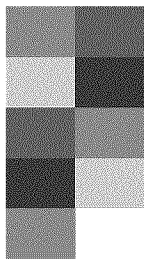
d. Financial Reporting:

Jarred Crow, CFO

e. Executive Support:

Rachel Mooney, Marketing Coordinator

\*See Resumes on the following pages.



# RoofConnect®

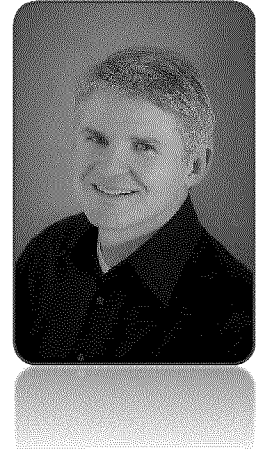
NATIONAL ROOFING SERVICES

## Company Profile

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**David W. Workman, President and CEO**

**Assignment:** Sales/Marketing  
**Employer:** RoofConnect  
**Experience:** 28 Years  
**Education:** BS in Industrial Management, 1997  
University of Arkansas, Little Rock, AR  
University of Arkansas Little Rock Law School, 2004



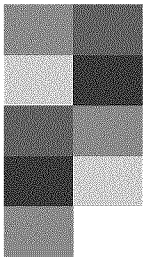
**Technical Education:** NRCA SpecRight Program, 2008  
Firestone Building Products University, 1999  
Better Understanding of Roofing Systems (BURSI), 1998

**Roofing Industry Associations:** National Roofing Contractors Assoc. (NRCA), 2004-Present  
Roof Consultants Institute (RCI) 2004-Present  
Professional Retail Store Maintenance (PRSM) 2004-Present  
The Roofing Industry Alliance for Progress 2008-Present  
Center for Environmental Innovation in Roofing 2009-Present

**Industry Activities:** Member, Board of Trustees, The Roofing Industry Alliance for Progress 2013-14  
Member, Board of Directors, Center for Environmental Innovation in Roofing 2011-Present  
Education Presentation PRSM 2010 "It's Roofing not Rocket Science"  
Marketing Committee, The Roofing Industry Alliance for Progress 2009-2010  
Governing Member, The Roofing Industry Alliance for Progress 2008-Present

**Work Experience:** RoofConnect President & CEO 2006-Present  
RoofConnect Vice President of Sales 2006  
RoofConnect National Account Manager 2004-2006  
General Roofing National Account Manager 2000-2004  
Wade Lunday & Associates (Firestone Manufacturer's Representative) 1997-2000  
Kohler CAD Draftsman 1996-1997  
Sure Pull CAD Draftsman 1995-1996  
H.H. Robertson/Centria CAD Draftsman 1994-1995  
H.H. Robertson Building Facility Maintenance 1990-1994





# RoofConnect®

NATIONAL ROOFING SERVICES

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### Jarred Crow, Chief Financial Officer

**Assignment:** Chief Financial Officer  
**Employer:** RoofConnect  
**Experience:** 10 Years  
**Education:** Bachelor of Business Administration – Accounting  
Harding University  
Searcy, AR

**Employment:** RoofConnect,  
CFO, 2012 – present  
Controller, January 2010 - 2012

Pricewaterhouse Coopers, LLC (2005 – 2006) Staff Auditor

Alltel Corporation (2006 – 2007) Senior Auditor  
Alltel Corporation (2007 – 2008) General Accounting Supervisor

Rasco, Winter, Abston, Moore & Assoc (2008 – 2009) Auditor



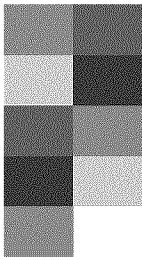
**Roofing Industry Associations:** National Roofing Contractors Association (NRCA)

**Work Experience:** Highly skilled in evaluating, researching, and solving problems in the financial and accounting realm

Vast history of planning and performing audits for many small to medium sized companies

Identified areas of risk for audit clients

Managed internal audits at Alltel that resulted in cost savings of nearly \$10M



# RoofConnect®

NATIONAL ROOFING SERVICES

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### Eric C. Harrison, RRO, Vice President of Technical Services

**Assignment:** Vice President of Technical Services  
**Employer:** RoofConnect  
**Experience:** 16 Years

**Education:** University of Arkansas, Little Rock, AR, 2002  
Arkansas Tech University, 2013-2018

**Technical Education:** Firestone Building Products University, 2003  
Rooftop Quality Assurance, 2008  
Registered Roof Consultant, 2008  
Wind Design for Low-Slope Roofs – Part 1, 2009  
Roof Drainage Design, 2010  
Low Slope Roofing Systems, 2016

**Employment:** RoofConnect, July 2004 – present  
generalRoofing, April 2002-July 2004

**Roofing Industry Associations:** National Roofing Contractors Association (NRCA)  
Roof Consultants Institute (RCI)  
Professional Retail Store Maintenance (PRSM)  
Construction Services Institute, Little Rock Chapter (CSI)

**Continuing Education:** Registered Roof Observer (RRO), RCI 2008-present

**Work Experience:** Works with maintenance and construction departments of Fortune 500 companies to manage emergency/disaster response, roof repair/maintenance programs, preventative maintenance programs, special projects, etc.

Responsible for management of strategic accounts with a total of over 6,000 locations.

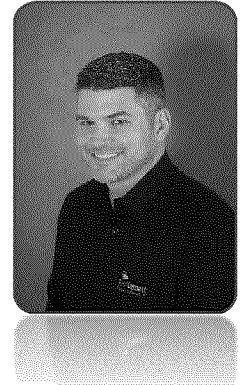
Involved in project management for roofing projects totaling over 18 million square feet.

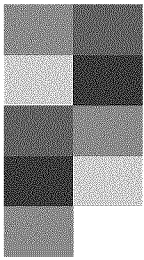
Develop, plan, and manage major disaster response efforts for clients, including Fortune 500 companies. Includes repairs to storm related damage (tornados, hurricanes, etc.) and involves managing multiple field response teams on numerous locations. Most recent significant hurricane resulted in response to over 110 locations over a two-day period.

Responsible for planning, coordination, and administration of snow load monitoring and snow removal activities. Manage office and field teams, communicating information from field with clients, implementing snow removal plan (if necessary), dispatching snow removal crews, and communicating progress to the clients.

Managed expansive preventative maintenance project encompassing 2,500+ locations within 1-year period for a Fortune 500 company.

Completed numerous pre-bid meetings, pre-construction meetings, progress inspections, etc.





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NATIONAL ROOFING SERVICES

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### Wade Crosswhite, Vice President of Sales

**Assignment:** Sales/Marketing  
**Employer:** RoofConnect  
**Experience:** 19 Years

**Education:** BS in Accounting, Southern Arkansas University  
Magnolia, AR  
1999

**Employment:** RoofConnect, March 2007- Present  
PricewaterhouseCoopers, June 2004-March 2007  
MSF Financial Group, June 1999- June 2004



**Roofing  
Industry  
Associations:**

National Roofing Contractors Association (NRCA)  
Professional Retail Store Maintenance (PRSM)  
International Council of Shopping Center (ICSC)

**Work  
Experience:**

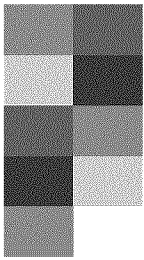
11 years of providing top tier customer service and professional interaction with Fortune 500 Companies. Responsible for the management of a nationwide Sales Team; developing and cultivating relationships with over 300 customers nationwide and over \$50 million in annual sales.

Experience in selling and managing roofing projects for key clientele that involved: solar energy, energy efficient roofing, leak service and reroofing, and roof asset management.

Advised and directed national customers to the best roofing option for their specific needs and to provide them with the top tier workmanship and quality in the roofing industry. Served on Board of Best Practices for PRSM.

Industry expert and speaker at PRSM Annual Conference, South Texas Association of School Maintenance Officials Annual Conference, National IPA Cooperative Summit, and Arkansas Association of Education Administrators Conference.

Serves on Board of Directors for Southeast Arkansas Chapter of United Way. Deacon at Grace Fellowship Bible Church in Sheridan, AR.



# RoofConnect®

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### Jeremy Hill, Vice President of Operations



**Assignment:** Sales/Marketing/Technical  
**Employer:** RoofConnect  
**Experience:** 18 years  
**Education:** Bachelors of Science: Mathematics  
Henderson State University, Arkadelphia, AR, 1999  
Masters of Business Administration  
University of Phoenix, Little Rock, AR, 2004

**Employment:** RoofConnect  
Vice President of Operations of Operations, April 2013 - Present  
Director of Operations, September 2010 – April 2013  
  
Kohler Co., February 2000 - September 2010

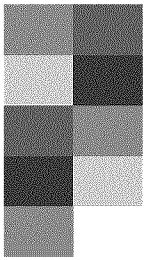
**Roofing Industry Associations:** National Roofing Contractors Association (NRCA)

**Work Experience:** Director of Operations - Work with maintenance and construction departments of Fortune 500 companies to manage emergency/disaster response, roof repair/maintenance programs, preventative maintenance programs, special projects, etc. Develop, plan, and manage major disaster response efforts for clients, including Fortune 500 companies. Includes repairs to storm related damage (tornados, hurricanes, etc.) and involves managing multiple field response teams on numerous locations. Most recent significant hurricane resulted in response to over 110 locations over a two-day period.

Facilities Manager - responsibilities include management of capital projects, up to two engineers including facilities engineering (maintenance personnel), maintenance foreman, maintenance planner, and maintenance budget. Responsible for a \$2.8 million project of opening a new Distribution Center. Responsible for developing maintenance strategic plan, implementing a Preventive Maintenance program, develop and implementing maintenance planning and scheduling, and utilization of a work order system.

Project Manager/Six Sigma Black Belt - include generating and completing high-level projects globally for reaching an annual savings goal of \$6 million. Projects include delivery improvements, store sizing optimization, and reliability testing of product. Identify, coordinate, and facilitate Kaizen events in the Malvern, AR facility. Provide Six Sigma, lean philosophy, and PPAP training to associates in domestic and international facilities.

Quality Supervisor - management of the quality assurance budget, up to five quality personnel (1 engineer, 4 technicians), gages and gage quotes, and managed all new layouts for PPAP approval. Participation and team leader for Kaizen/Lean manufacturing events and process focus events. Developed labor standards for the shop floor (MTM-B and MTM-UAS certified). Assessed quality systems of domestic and international (China) suppliers.



# RoofConnect®

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### Wayne Gwaltney, Director of Business Development

**Assignment:** Director of Business Development  
**Employer:** RoofConnect  
**Experience:** 26 Years  
**Education:** Bachelor of Business Administration – Finance  
Auburn University  
Auburn, AL

**Technical Education:** Action Selling Training, 2016  
Sandler Sales Institute, 2005, 2006, 2007  
ADP Executive Level Sales Training, 2000  
Karrass Negotiation Training, 1997

**Employment:** RoofConnect, Director of Business Development, April 2018 - present

National Roofing Partners  
National Sales Director, 2015 – April 2018  
Senior National Account Manager, 2009 - 2014

Valcourt Building Services, National Account Business Development Manager, 2008 - 2009

Singlesource Corporation, National Account Business Development Manager, 2002 - 2008

### Roofing Industry

**Associations:** National Roofing Contractors Association (NRCA)  
Professional Retail Store Maintenance (PRSM)  
International Council of Shopping Center (ICSC)

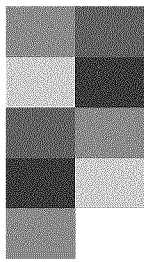
### Work

**Experience:** 15 years of providing customer service and professional interaction with Fortune 500 Companies. Responsible for the growth of new and existing client business for nationwide customer base.

Experience in selling and managing roofing projects for key clientele that involved: solar energy, energy efficient roofing, leak service and reroofing, and roof asset management.

Advised and directed national customers to the best roofing option for their specific needs and to provide them with the top tier workmanship and quality in the roofing industry.





# RoofConnect®

NATIONAL ROOFING SERVICES

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### Brooke Spears, National Accounts Project Manager

**Assignment:** Administrative Support  
**Employer:** RoofConnect  
**Experience:** 13 years  
**Education:** Sheridan High School, 2002

**Skills:** Adobe Acrobat  
Advanced Microsoft Excel  
Microsoft Office Suite

**Employment:** RoofConnect, January 2005- present

**Roofing  
Industry  
Associations:**

National Roofing Contractors Association (NRCA)

**Work  
Experience:**

Customer Service Representative for 8 years providing top tier customer service and professional interaction with clients and contractors.

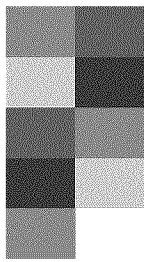
Managed numerous National Accounts on day to day basis (emergency leak calls, bid requests and repair proposals, customer systems, internal database system)

Involved in collecting over 100+ annual roof survey reports.

Responsible for project management of:

- Submittal of client RFP's to Member Contractor for bidding.
- Review and compile all proposal documents from contractor for customer submittal.
- Managing all approved re-roof contracts, from scheduling pre-bid and pre-con meetings to invoicing completion packets.





**Rachel Mooney, Marketing Coordinator**

**Assignment:** Administrative Support/Sales/Marketing  
**Employer:** RoofConnect  
**Experience:** 8 years  
**Education:** BBA in Insurance and Risk Management  
University of Central Arkansas, 2004  
**Employment:** RoofConnect  
Marketing Coordinator, August 2014 – present  
Management Executive Assistant, August 2010 – August 2014  
Customer Service Representative, February 2010 – August 2010



**Roofing Industry**

**Associations:** National Roofing Contractors Association (NRCA)  
National Women in Roofing (NWIR)

**Work**

**Experience:** Responsible for managing, coordinating, implementing and controlling marketing objectives and strategy including public relations, trade show and event management, advertising, and corporate brand awareness.

Provide marketing and sales support to Executive Team, Regional Sales Managers and 65 RoofConnect Member companies in the U.S.

Coordinate media research and planned advertising in industry magazines with appropriate editorial including External Communications, press releases and announcements.

Trade show management: Average of 40 trade shows per year.

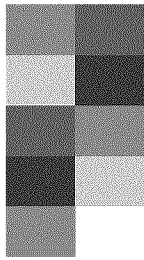
Customer Relationship Management and Database utilization: Lead tracking, target by market and direct mail campaigns. Lead list generation with list brokers targeting specific audiences and regions.

Customer Service Representative dedicated to a Fortune 500 Company with over 3,000 locations. Responsible for management of entire portfolio of service related projects.

Assist with disaster response efforts, RFP responses.

Coordinate and manage consulting projects from signed agreement to invoice, including providing job cost analysis for each project.





utilizing the tracking ability. RoofConnect's communication is second to none with a personalized web-based portal to track 100% of the client's roof inventory. This includes roof diagrams, photos, budgets, and work order/invoice histories.

14. Describe the capabilities and functionality of your firm's on-line catalog/ordering website.

Although RoofConnect is fully equipped and able to function with our customers via email and web-based programs, these are typically for smaller, not to exceed repair work items. It is our understanding that this contract would be more for large repair, restoration or new roof installation which would require a visual inspection of the roof and detailed analytics like core extraction and possibly infrared thermography. Therefore, this is not a solution that can be provided via an on-line catalog/ordering website.

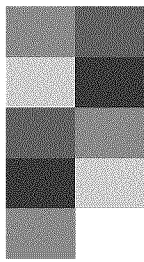
15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).

RoofConnect maintains 24/7/365 customer service staff. After hour requests will be handled by an on-call RoofConnect representative, NOT a 3<sup>rd</sup> party call center.

16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

RoofConnect has been involved in few construction related litigation over the last several years. None of the cases naming RoofConnect have resulted in a ruling against RoofConnect.

RoofConnect itself has not been involved with any bankruptcy cases regarding our own financial stability. RoofConnect has worked with entities that have filed bankruptcy which has caused nonpayment of invoices prior to the entity filing bankruptcy. RoofConnect has settled preferential payment cases as a result of those clients filing bankruptcy. RoofConnect chose to settle the claim direct with the bankruptcy Trust instead of pursuing costlier legal options.



### Marketing / Sales

17. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:

- a. A co-branded press release within first 30 days
- b. Announcement of award through any applicable social media sites
- c. Direct mail campaigns in conjunction with National IPA's marketing team
- d. Co-branded collateral pieces
- e. Advertisement of contract in regional or national publications
- f. Participation in trade shows
- g. Dedicated National IPA and Region 4 ESC internet website page with:
  - i. National IPA and Region 4 ESC Logo
  - ii. Link to National IPA and Region 4 ESC website
  - iii. Summary of contract and services offered through National IPA's website
  - iv. Link to National IPA's website providing Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

The following pages contain our Marketing and Communications Plan which addresses the necessary points listed above. It also includes a complete marketing program for implementing the contract into our sales offering.



## **ROOFCONNECT MARKETING and COMMUNICATIONS PLAN FOR THE COOPERATIVE PURCHASING NETWORK (NATIONAL IPA)**

### **How and by whom the marketing function will be carried out:**

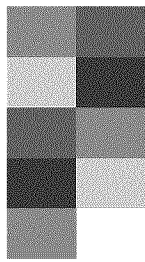
The marketing functions will be carried out by a team summarized in **Table 1**; working in conjunction with administrative and marketing teams at a local level. This contract will be led overall by the VP of Sales. Management of day to day operations will be performed by the Government Contract / Compliance Manager. Joint Scope Meetings will be attended by the local Project Manager or Technical Representative from the specific office that would be servicing the National IPA Member. Work Order Proposal Packages will be performed by a team that includes the Project Manager and Technical Representative (RoofConnect standard proposal) and Government Contract / Compliance Manager (preparation of National IPA Member proposal). Construction is supervised by the Project Manager and Operations Manager of the local office. Administrative tasks will be handled by local Office Managers and coordinated through the RoofConnect Government Contract / Compliance Manager to ensure compliance with National IPA requirements.

### **RoofConnect Market Share**

RoofConnect has maintained its market share over the last several years with annual revenues of \$47,000,000.

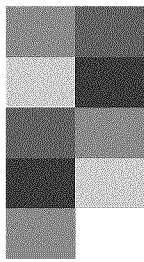
The total RoofConnect Shareholder annual revenue is over \$1,000,000,000. There are many different sources of what the market opportunity actually is and therefore, RoofConnect will allow National IPA to evaluate our market share based on our revenues. RoofConnect and its Executive Leadership are excited about the opportunity to continue increase its revenues and market share with the award of the National IPA Contract.

The RoofConnect Team is spread out across the country and will implement this marketing strategy, outlined below, in each of their respective areas. The most-effective marketing that we will perform is presenting this cooperative solution to prospects in local areas by Regional Account Managers and local Member Contractor's sales departments.



**Table 1: Key sales and marketing personnel supporting the National IPA Contract.**

Name	Title	Assignment for RFP	Region
David Workman	President and CEO	Sales/Marketing	RoofConnect HQ
Wade Crosswhite	Vice-President of Sales	Sales/Marketing	RoofConnect HQ
Eric Harrison	Vice President of Technical Services	Sales/Marketing/Technical	RoofConnect HQ
Jeremy Hill	Vice President of Operations	Contract/Compliance Manager	RoofConnect HQ
Rachel Mooney	Management Executive Assistant	Administrative Support/ Sales/Marketing	RoofConnect HQ
Gina Nutt	Customer Service Manager	Sales/Marketing	RoofConnect HQ
Craig Burkhalter	Regional Account Manager	Sales/Marketing	Georgia Region
Wayne Gwaltney	Director of Business Development	Sales/Marketing	RoofConnect HQ
Steve Heidorf	Regional Account Manager	Sales/Marketing	Ohio Region
Cory Johnson	Regional Account Manager	Sales/Marketing	Arkansas Region
Wendy Lites	National Account Manager	Sales/Marketing	RoofConnect HQ
Heather Nietfeld	Regional Account Manager	Sales/Marketing	North Central Texas



### EXECUTIVE SUMMARY

RoofConnect will aggressively promote the National IPA partnership through an integrated marketing communications plan designed to support the entire sales cycle. There will be ongoing marketing activities that will be specifically described in this Marketing Plan. Our program begins building awareness of both National IPA and RoofConnect's unique benefits to buyers within all applicable agencies and continues through managing customer relationships.

#### **RoofConnect's Integrated Marketing Communications Plan Includes:**

- **Awareness** – Public Relations, Customers Presentations, Electronic Marketing, Website, Social Media Messages, Advertising, Direct Marketing, Associations and School Boards, Targeted Roll-Outs with Manufacturer Partners, National IPA Roll-Outs.
- **Consideration** – Tradeshows, Direct Marketing/Telemarketing, Manufacturer Partner Opportunities, Sustainable Energy Efficiency Calculations
- **Create Preference** – Sales Tools, Custom Literature, Value-adds for National IPA Members: Customer Support / Customer Service/Training/ Natural Disaster Response / Warranty Maximization Program / Online Portfolio / Roof Asset Management
- **Close Sale** – National IPA Member Proposal Draft, RoofConnect Proposal, Local Project Manager, Quote / Proposal Process
- **Manage Relationship** – Customer Satisfaction Surveys, Social Media, Referrals



### **AWARENESS: INTERNAL AND EXTERNAL COMMUNICATION STRATEGY**

Creating awareness begins with the RoofConnect brand campaign, which will be launched after award of contract within 30 days to promote our extensive repairs for roofing and other value-added capabilities. Our focus is to build awareness of RoofConnect and National IPA, promoted to all audiences across all marketing initiatives including public relations press releases, internal communications / training, electronic marketing, website, social media, targeted advertising, direct marketing, co-branded collateral and numerous communication vehicles.

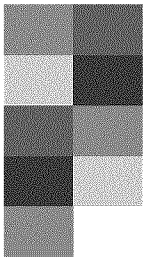
#### **Awareness: Public Relations**

State and local media will be reached with press releases. After the initial contract announcement is made, an on-going campaign will be designed around National IPA success stories illustrating how customers have benefited from procuring their roofing projects via the National IPA Contract and RoofConnect.

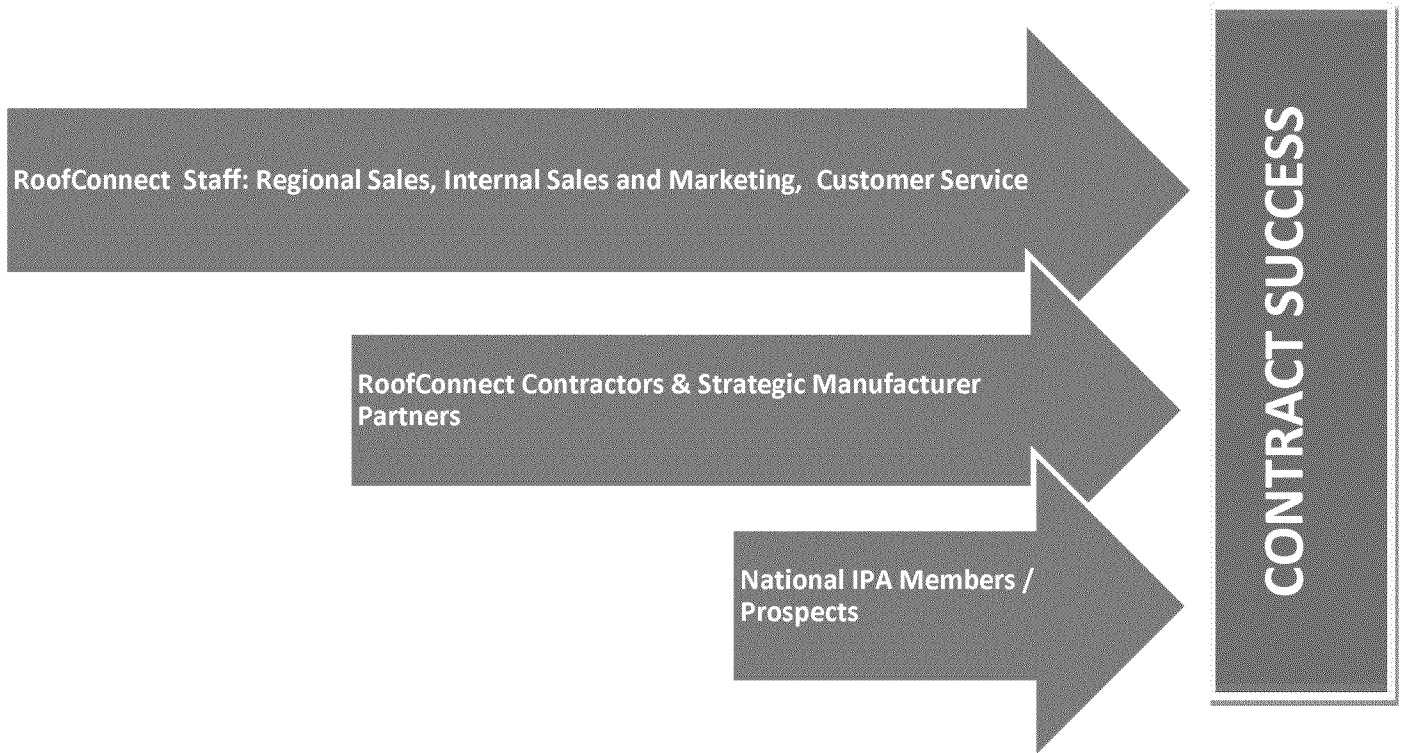
#### **Awareness: Internal Communications / Training**

The continued training of the RoofConnect sales and marketing team is critical for the continued growth of this contract. Consequently, successes will come from educating and motivating all sales and marketing personnel to promote the contract. To this end, we plan on the following steps:

- Training seminars and webinars for continuing education
- Creation of PowerPoint presentation for consistent messaging
- Use of RoofConnect's National Customer Database for posting articles, selling tips and success stories internally to all of our shareholders across the country
- Annual training at National IPA Headquarters
- RoofConnect weekly sales meetings to discuss opportunities and strategies
- Two-day quarterly sales meetings
- Currently under contract with Sandler trainer to help grow National IPA business



### Awareness: Internal Communications / Training



### Flow chart 1

Continued training of RoofConnect staff. The next phase of training will include RoofConnect Contractors and Strategic Manufacturer Partners. This training will be accomplished by efforts of the PGM, the National IPA Representative and the RoofConnect personnel. Lastly, introduction of the National IPA contract will be executed by all members of the team to the National IPA members and prospects so that contract success is achieved.





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Contracting Services

### **Awareness: Current Customers Presentations**

With over 100 areas of the country covered by RoofConnect Shareholders, many of our Member Owners already have relationships with Public Agencies that desire to do business with them. Continued introduction of this contract to these customers will be paramount to a continued growth of this contract.

### **Awareness: Electronic Marketing**

This would include targeted messages to National IPA Members and potential Members (obtain lists from online resources). Personalized mass email messages will be sent out commemorating the commencement of the contract and relationship. This can also be done for important or general information on an ongoing basis.



# RoofConnect®

## NATIONAL ROOFING SERVICES

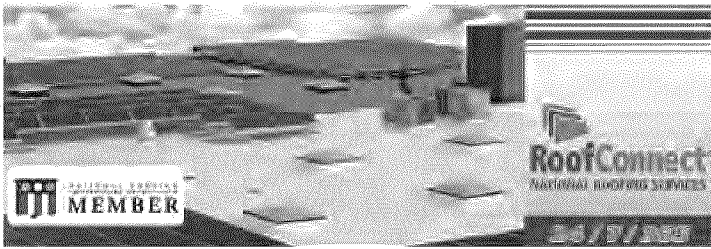
## Company Profile

Solicitation Number 18-09: Request for Proposal by  
Region 4 Education Service Center  
for Roofing Products, Services, and Job Order  
Contracting Services

Below is an example of mass email marketing that RoofConnect has sent:

Sent Message  
From: Steve Heidorf [steve.heidorf@roofconnect.com](mailto:steve.heidorf@roofconnect.com)  
To: Ohio NIPA Contacts  
Subject: Save Money with Roof Preventative Maintenance  
Sent: May 25 2018 6:40 AM C

HTML Message | Text Message | Report | Clickthrough Links



[[VCard.FIRSTNAME]].

RoofConnect understands the unique characteristics and demands placed on roofs. Preventative maintenance and proper roof portfolio management will help you achieve the true service life and value of your roofs. Our full-service approach to your roofing assets can prevent the premature failure of your most critical building component, your roof. We don't just fix the symptoms of a failing roof, we take a long-term and comprehensive approach to every aspect of your roofing needs.

How do we do this? We start with a thorough inspection of all the roofs in your portfolio. After inspection, we will provide you with a comprehensive report, detailing the condition, expected longevity, needed repairs and applicable pricing for each roof. Upon completion of the necessary repairs, let RoofConnect take over! For the life of the contract, any leaks that occur, except those caused by a natural disaster or physical damage, are repaired at no cost to the school.

*"The RoofConnect preventative maintenance program has allowed our district to budget and plan for future roof expenditures so that our district budget can be spent on items that have a direct impact on student achievement, not emergency roof service calls."* - Jerrod Williams, Sheridan School District Superintendent

Region 4 ESC has competitively solicited and publicly awarded RoofConnect a national cooperative contract made available through National IPA. National IPA is dedicated to serving public agencies and educational institutions nationwide. For more information, please visit [nationalipa.org](http://nationalipa.org), see the attached flyer, and contact me today!

Sincerely,  
Steve Heidorf  
Regional Account Manager - Ohio  
316-375-0503

Sent Message  
From: Steve Heidorf [steve.heidorf@roofconnect.com](mailto:steve.heidorf@roofconnect.com)  
To: Ohio NIPA Contacts  
Subject: Save Money with Roof Preventative Maintenance  
Sent: May 25 2018 6:40 AM C

HTML Message | Text Message | Report | Clickthrough Links

All Times: | Send Date: | to: | Print | Download

Report results for all time

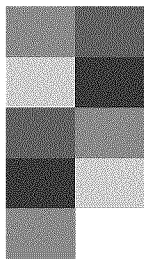
Number of People Who

opened	156	100.0%
bounced	0	0.00%
did not open	0	0.00%
clicked	0	0.00%

Unique Views: 156  
Total Bcc's: 156  
Not Sent / Suppressed: 0

Clickthroughs

Unique Open-Outlets: 0  
Spam Complaints: 0  
Total Opens: 29  
Total Effective Opens: 29  
Total Times Clicked: 0  
Last Opened: 45 days ago  
Last Clicked:



# RoofConnect®

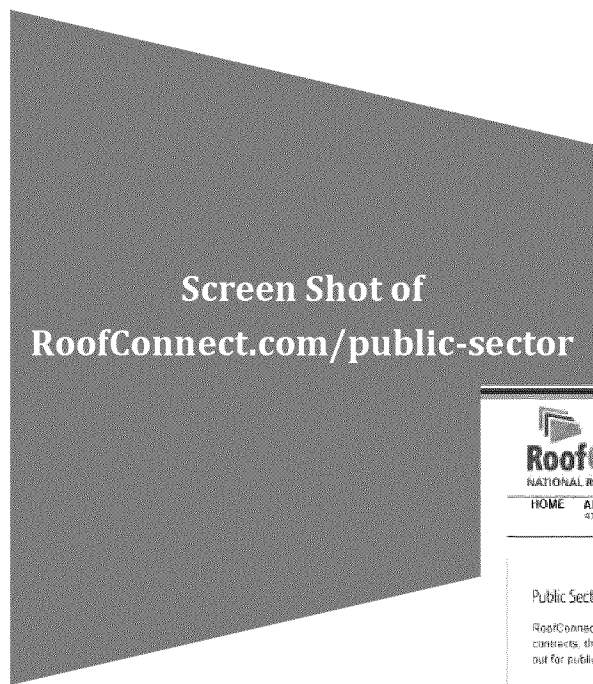
NATIONAL ROOFING SERVICES

## Company Profile

Solicitation Number 18 09: Request for Proposal by  
Region 4 Education Service Center  
for Roofing Products, Services, and Job Order  
Contracting Services

### Awareness: Website

RoofConnect has developed a dedicated Public-Sector Page within the RoofConnect Website. The page provides information on what entities can utilize cooperative contracts, as well as a link to the National IPA Website and contract documents.



Screen Shot of  
RoofConnect.com/public-sector

**RoofConnect**  
NATIONAL ROOFING SERVICES

We Never Close  
1-877-942-5613

Customer Portal

HOME ABOUT US OUR TEAM MARKETS WE SERVE SERVICES WE OFFER ROOFING 101 EMERGENCY SERVICE CONTACT

**Public Sector**

RoofConnect has contracted with various cooperative agencies to provide roofing services to all public entities. Through these contracts, the public entity is able to access best-in-class roofing contractors without facing many of the hurdles involved in going out for public bid.

Entities that can utilize these contracts include:

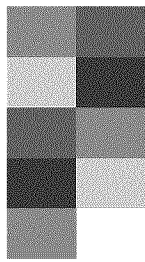
- Education
  - K-12
  - Higher Education / Universities / Charter Schools
- Local Government
  - Cities
  - States
  - Municipalities
  - Native American Tribes
  - Non-profit Hospitals / Nursing Homes / Housing Authorities

Current RoofConnect Cooperative Contracts:

ASC NATIONAL IPA IPSTAR

Main Menu

- Home
- About Us
- Our Team
- Markets We Serve
  - Multi Unit Housing
  - National & Regional Retailers
  - Industrial
  - REITs' Real Estate Investment Trusts
  - Restaurant and Hospitality
  - Public Sector
- Services We Offer
- Roofing 101



# RoofConnect®

## NATIONAL ROOFING SERVICES

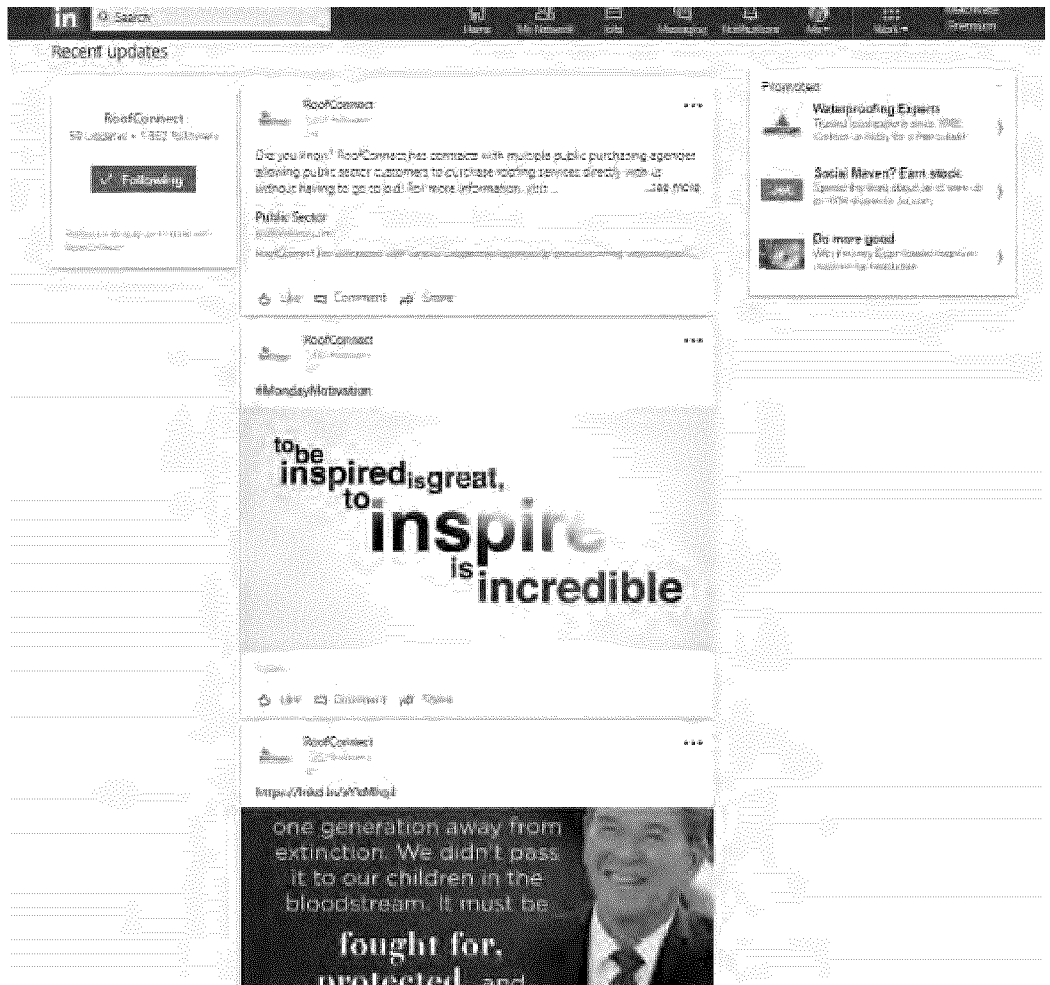
### Company Profile

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Awareness: Social Media Messages, LinkedIn

Partnership / Contract Announcement and others will be made on LinkedIn, Twitter and Facebook.

Screen Shot of  
RoofConnect LinkedIn  
Profile Page  
[www.linkedin.com/company/roofconnect](http://www.linkedin.com/company/roofconnect)



### Awareness: Social Media Messages, Twitter

Screen Shot of  
RoofConnect Twitter  
Profile Page  
[www.twitter.com/  
roofconnect](http://www.twitter.com/roofconnect)





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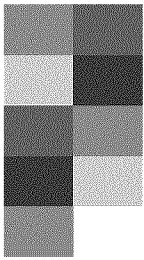
## NATIONAL ROOFING SERVICES

### Company Profile

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Contracting Services

#### Awareness: Social Media Messages, Facebook

The screenshot displays the Facebook profile for RoofConnect, National Roofing Services. The page header includes navigation tabs: Page, Inbox, Notifications, Insights, Publishing Tools, Promotions, Settings, and Help. The profile picture is a large group photo of the company's staff. The cover photo features the text: "to be inspired is great, to inspire is incredible". The left sidebar contains a navigation menu with options: Home, About, Services, Reviews, Photos, Videos, Events, Posts, Shop, Notes, Jobs, Community, and Info and Ads. The main content area shows a post from RoofConnect with the text: "We are so very excited to share this announcement from National Women in Roofing. Wendy Likes will be a tremendous asset to the committee." Below this is a link to the "NWIR Newsletter July 2018". To the right, there is a "Send Message" button and a rating of "9.2 out of 10 - Based on the opinion of 14 people". Below the rating is a section titled "Our Story" with the text: "RoofConnect is the largest national commercial roofing company services provider. We specialize in e...". The bottom right corner shows the "About" section with contact information: "Call: (800) 255-1071 (toll free)", "Address: 20160, Houston, TX 77058", "Website: www.roofconnect.com", and "Email: info@roofconnect.com".



**Awareness: Advertising**

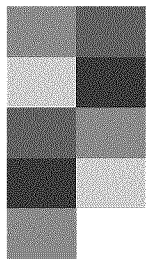
**State, Local and Association Advertising**

The National IPA Contract(s) will be promoted within targeted states through advertisements in state, local and association publications, as well as the individual National IPA members and their related activities. Below is a list of Associations with publications we may utilize as advertising vehicles.

**Advertising vehicles:**

State	Publications
<p><b>State Level</b> <b>(will vary by state)</b></p>	<ul style="list-style-type: none"> <li>▪ Association of School Business Officials (ASBO)</li> <li>▪ Municipal League</li> <li>▪ Association of Public Purchasing Agencies</li> <li>▪ School Plant Managers Association</li> <li>▪ School Board Administrators</li> <li>▪ School Facility Administrators</li> <li>▪ Governmental Procurement Association</li> <li>▪ Maintenance &amp; Operations Associations</li> </ul>





# RoofConnect®

## NATIONAL ROOFING SERVICES

### Company Profile

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Contracting Services

#### Awareness: Advertising

Examples of Spring/Summer/Winter Advertisements in Facility Maintenance Magazines:

**SERVICES INCLUDE:**  
 Nationwide Coverage  
 Preventative  
 Roof Maintenance  
 Roof Asset  
 Management  
 Drainage Management  
 Roof Restoration  
 Storm Removal  
 Green Technology  
 Customer Portal  
 Single Source Provider

**TIME FOR YOUR ROOFS  
 SPRING CHECK UP**

START THE YEAR OFF WITH A HEALTHY ROOF.  
 CALL 877-942-5613  
 FOR A ROOF EVALUATION TODAY.

RoofConnect, the leading nationwide  
 commercial roofing services provider.

**RoofConnect®**  
 NATIONAL ROOFING SERVICES

24 / 7 / 365  
 WE NEVER CLOSE.  
 ROOFCONNECT.COM

**RoofConnect®**  
 NATIONAL ROOFING SERVICES

**WE'LL TAKE CARE OF YOUR ROOFS...  
 SO YOU CAN TAKE CARE OF THE REST.**

24/7/365 Emergency Roof Service  
 110+ Locations Nationwide  
 Manufacture Warranty Support  
 Comprehensive Roof Asset Management

**FOR A ROOF EVALUATION  
 CALL 877-942-5613**

**WE NEVER CLOSE.**  
 ROOFCONNECT.COM

f t You Tube

**RoofConnect®**  
 NATIONAL ROOFING SERVICES

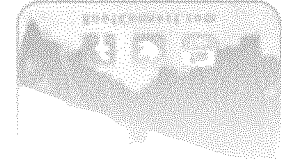
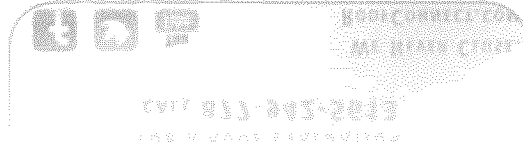
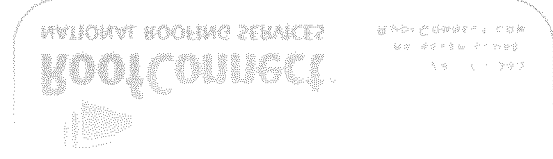
**NOW IS A CRUCIAL TIME TO  
 EVALUATE YOUR ROOF...  
 BEFORE WINTER  
 MOUNTS AN ASSAULT!**

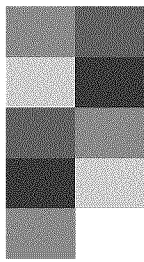
RoofConnect has the expertise to  
 analyze and execute a plan for  
 your winter roofing needs.

Call RoofConnect, your roofing  
 services experts, 24 / 7 / 365 for a  
 roof evaluation and proactive plan.

Nationwide. One Call. One Answer.  
 877.942.5613, We Never Close.

f t You Tube  
 RoofConnect.com





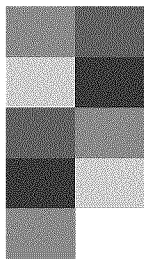
**RoofConnect**<sup>®</sup>  
NATIONAL ROOFING SERVICES

## Company Profile

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Contracting Services

### **Awareness: Direct Marketing**

Educating current National IPA members on RoofConnect benefits will be a priority executed through a direct marketing blast to the membership list with the assistance of National IPA. We will also submit general information articles regarding roofing, sustainability, energy efficiency, preventative maintenance, etc. for every monthly or quarterly publication that National IPA sends out to its members as allowed. These types of promotions will introduce our combined capabilities and invite National IPA members to learn more about contract benefits. A further promotion to all relevant entities within awarded states will also be executed to increase general market awareness.



### **Awareness: Associations and School Boards**

Participation in local associations and school-board events have been a priority as we continue our focus upon building relationships and establishing a reputation within awarded states. Relationships with the following associations will be developed. Additional associations can be added based on experience derived from field experiences. A list of examples can be found below.

#### **Current Associations RoofConnect belongs to:**

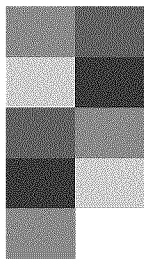
- Center for Environmental Innovation in Roofing
- International Council of Shopping Centers (ICSC)
- National Roofing Contractors Association (NRCA)
- Professional Retail Store Maintenance (PRSM)
- The Roofing Alliance for Progress (The Alliance)
- Building Owners and Managers Association International (BOMA)
- Restaurant Facility Management Association (RFMA)

#### **National Associations that RoofConnect belongs to:**

- ASBO
- NSPMA
- American Association of School Administrators (AASA)
- National Institute of Governmental Purchasing (NIGP)
- National Association of Educational Procurement (NAEP)
- APPA
- National Association of Counties (NACO)

#### **Local Associations (can vary state to state) RoofConnect belongs to:**

- Municipal League Chapters
- Association of Counties – Chapters
- AASA's – State and Chapters
- ASBO Chapters
- Association of School Maintenance Officials, Local Chapters
- NIGP State Chapters
- NAEP Chapters
- Regional or State Facility Masters Conferences



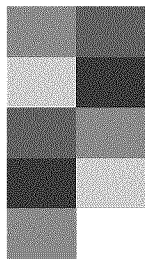
**RoofConnect**<sup>®</sup>  
NATIONAL ROOFING SERVICES

## Company Profile

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Contracting Services

### **Awareness: Targeted Roll-Outs with Manufacturer Partners**

RoofConnect has many Manufacturer Partners and will continue to make contact with targeted manufacturers to announce the new contract opportunity. Rollouts with their respective sales forces will be initiated to promote the contract. These Manufacturers have knowledge of upcoming opportunities across the country and leveraging our National IPA Contract will continue to provide many National IPA opportunities.



### CONSIDERATION – LEAD GENERATION AND DEVELOPMENT

Generating qualified leads to open new accounts is a program priority within awarded states. A calendar of trade shows/conferences and direct marketing promotions has been created to meet this objective.

#### Consideration: Tradeshows

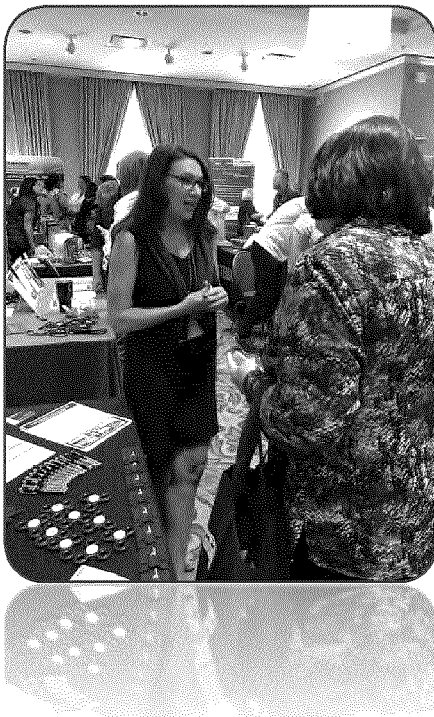
With numerous shows to consider, a trade-show strategy has been developed to maximize return on investment. An exhibit booth featuring the NATIONAL IPA logo will be deployed, and we will attempt, wherever possible, to participate in tradeshow workshops and breakout sessions. Summarized below is a list of trade shows to be attended by RoofConnect for the remainder of 2018. Trade shows attended by National IPA will take the highest priority.

<u>Trade Show</u>	<u>Location</u>	<u>Dates</u>
Southern Region Leadership Conference	Biloxi, MS	7/22 – 7/24
AAEA	Little Rock	7/30 - 8/1
TNAUD	Gatlinburg, TN	8/8 - 8/10
NIGP	Nashville, TN	8/20 - 8/21
NIPA Orlando	Orlando, TN	9/13
TCUF	San Antonio, TX	9/21 - 9/23
National IPA Denver	Denver, CO	9/25
TOAL	Frisco, TX	9/29 - 9/30
ASPMA	Hot Springs, AR	10/1 - 10/3
NCPSMA	Atlantic Beach, NC	10/3 - 10/5
TML	Ft. Worth, TX	10/9 - 10/12
TASBO M&O	San Marcos, TX	10/10 - 10/11
MAPPA	Cleveland, OH	10/13 - 10/17
OPFMA	Columbus, OH	10/22 - 10/23
GASFA Fall	Savannah, GA	10/28 - 10/31
OSBA	Columbus	11/12 - 11/13
AAFA Fall		

### Consideration: Tradeshows

RoofConnect's participation in these and other national trade shows will also benefit National IPA. Once awarded, we will proudly display the National IPA logo as an approved vendor at all appropriate trade shows and industry functions.

RoofConnect is fully equipped to attend both large and small trade shows and with numerous booths available, coverage can be optimal. RoofConnect Booth is seen below:



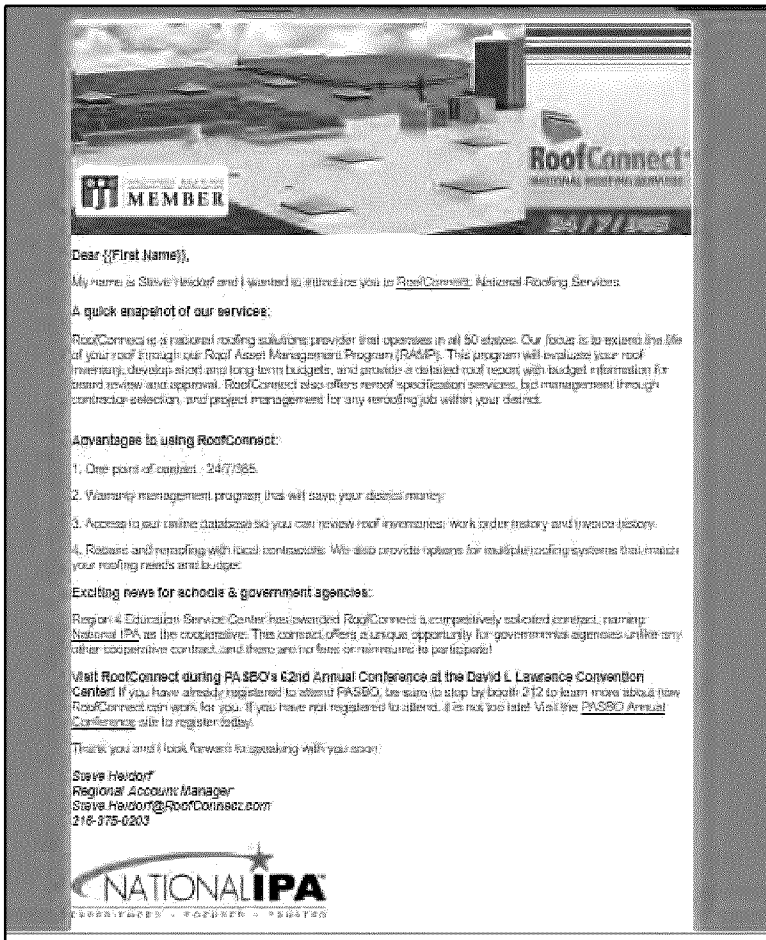
## Company Profile

# RoofConnect®

NATIONAL ROOFING SERVICES

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Contracting Services

Pre-Show mailer sent to attendees raising awareness of RoofConnect's attendance and encouraging attendees to visit the booth is seen below:



Dear {{First Name}},

My name is Steve Hildorf and I wanted to introduce you to [RoofConnect](#), National Roofing Services.

**A quick snapshot of our services:**

RoofConnect is a national roofing solutions provider that operates in all 50 states. Our focus is to extend the life of your roof through our Roof Asset Management Program (RAM). This program will evaluate your roof inventory, develop short and long term budgets, and provide a detailed roof report with budget information for board review and approval. RoofConnect also offers reroof specification services, bid management through contractor selection, and project management for any reroofing job within your district.

**Advantages to using RoofConnect:**

1. One point of contact - 24/7/365.
2. Warranty management program that will save your district money.
3. Access to our online database so you can review roof inventories, work order history and invoice history.
4. Reroof and reroofing with local contractors. We also provide options for multiple roofing systems that match your roofing needs and budget.

**Exciting news for schools & government agencies:**

Region 4 Education Service Center has awarded RoofConnect a competitively solicited contract, naming National IPA as the cooperative. This contract offers a unique opportunity for governmental agencies unlike any other cooperative contract and there are no fees or minimums to participate!

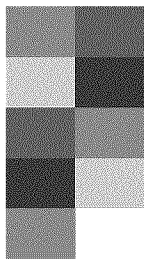
**Visit RoofConnect during PA SBO's 62nd Annual Conference at the David L. Lawrence Convention Center!** If you have already registered to attend PARSBO, be sure to stop by booth #212 to learn more about how RoofConnect can work for you. If you have not registered to attend, it is not too late! Visit the [PARSBO Annual Conference](#) site to register today!

Thank you and I look forward to speaking with you soon!

Steve Hildorf  
Regional Account Manager  
[Steve.Hildorf@RoofConnect.com](mailto:Steve.Hildorf@RoofConnect.com)  
214-375-0200

**NATIONAL IPA**  
SERVICES • PEOPLE • PARTS





**Consideration: Direct Mail Marketing/Telemarketing**

Campaigns offering roofing solutions will be part of the marketing mix. RoofConnect will have personnel that will actively and strategically pursue all of the markets where entities can use the contract. In some cases, the telemarketing will be performed in conjunction with a direct mail campaign that will be described below under Literature. This campaign may be an extension of an advertising campaign so that we can achieve more success. Our goal will be to generate sales appointments for our sales team.

**Consideration: Manufacturer Partner Opportunities**

RoofConnect will follow-up with Manufacturers on opportunities that they provide to RoofConnect to achieve the end result of driving increased education and government sector sales. RoofConnect is currently setting meetings with strategic partners to start introduction of this potential contract, so as to maximize sales and marketing resources and opportunities.

In addition, joint sales calls and scope meetings with sales executives from partner Manufacturers will be pursued.

**Consideration: Energy Efficiency Calculations using Sustainable / Green Products**

RoofConnect's sustainable products include day-lighting, photovoltaic as well as reduced energy consumption due to the installation of white membranes. From running ROI studies to energy calculations, RoofConnect can work with the governmental agency or non-profit to help them reduce their overall cost of ownership and determine a payback period.



### CREATE PREFERENCE

Once awareness is created within a target account, a combination of programs will be executed to move the prospect to a first purchase. Our objective is to reach prospects as many times as possible with a consistent message.

#### Create Preference: Sales Tools

Consistent branding and messaging will be reinforced through a combination of literature, presentation materials and case studies.

#### Create Preference: Custom Literature

Custom literature has been created with the National IPA logo. See examples below:

### ROOFING SERVICES & TURN-KEY SOLUTIONS WITH COOPERATIVE PURCHASING

Region 4 Education Service Center, Houston, TX has awarded RoofConnect, National Roofing Services, a competitively solicited Roofing Products and Services contract, naming National IPA as the cooperative. Through contract # R132293, RoofConnect is able to deliver the most comprehensive roofing and roof asset management solutions designed to reduce your roofing life-cycle costs.

National IPA is a national purchasing cooperative that leverages the purchasing potential of governmental entities in all 50 states. Utilizing this cooperative contract through National IPA, you can rely on an expedited contract procurement process and our streamlined roofing project management capabilities - allowing you to concentrate on your daily responsibilities of ensuring a safe, dry, comfortable environment for your students, staff and visitors. To learn more about National IPA and other money saving opportunities through cooperatives, visit [www.roofconnect.com/markets-we-serve-our-connections](http://www.roofconnect.com/markets-we-serve-our-connections).

**THE BENEFITS TO COOPERATIVE BUYERS ARE NUMEROUS, INCLUDING:**

- Increased value and control in procurement process
- Single-source solutions of a national contract through local contractors
- Solutions available from all major roofing manufacturers
- Shorter project execution with fewer hassles, change orders & lower costs
- Use of "best contractors in class" providers





Entities that can access the contract:

- K-12 Schools
- Higher Education / Universities / Charter Schools
- Municipalities: Cities / Counties / Villages / Townships / Water Districts
- Native American Tribes
- Non-profit: Nursing Homes / Housing Authorities

Contact us today: (877) 942-5613 or [NationalIPA@roofconnect.com](mailto:NationalIPA@roofconnect.com)







## Leak Free Maintenance Program Sheridan School District

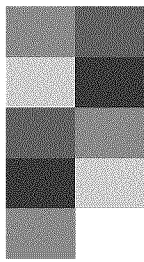
2015 <small>(Prior to Program)</small>	2016 <small>(Initial Year)</small>	2017 <small>(Year Two)</small>	2018 <small>(Year Three)</small>
<ul style="list-style-type: none"> <li>• Leak Repair Expense - \$81,472 <small>*19 roofs included</small></li> <li>• Excessive leak volume.</li> <li>• Numerous repeat leaks.</li> <li>• Unable to budget.</li> <li>• 188 reported leaks.</li> </ul>	<ul style="list-style-type: none"> <li>• Leak Free Program - \$42,177 <small>*28 roofs included</small></li> <li>• Major Repairs - \$83,150</li> <li>• 1 Roof Replaced</li> <li>• 126 reported leaks.</li> </ul>	<ul style="list-style-type: none"> <li>• Leak Free Program - \$40,738 <small>*25 roofs included</small></li> <li>• Major Repairs - \$11,882</li> <li>• No Roofs Replaced.</li> <li>• 43 reported leaks.</li> </ul>	<ul style="list-style-type: none"> <li>• Leak Free Program - \$41,188 <small>*26 roofs included</small></li> <li>• Major Repairs - \$5,350</li> <li>• 1 Roof budgeted for replacement.</li> </ul>

#### Benefits to the School District:

- Gives the District control over expenses.
- Provides budget plan for large scope repair items.
- Annual repair costs decrease over time, while extending the useful life of your roofs.
- Roof life expectancy grows from 10-15 years to 25+ years with routine roof maintenance
- Provides budget plan for replacement (no unexpected capital projects).

*"The RoofConnect Maintenance Program has allowed the Sheridan School District to cut our yearly maintenance cost by nearly 50%, while providing our faculty and students with a learning environment that is leak-free. Our service calls for day-to-day roof issues have been reduced by over 75% the last two years. This has allowed our district to budget and plan for future roof expenditures so that our district budget can be spent on items that have a direct impact on student achievement and not emergency roof service calls."*

-Jerrod Williams, Superintendent



### Create Preference: Value-add Marketing for NATIONAL IPA Members

#### Value-add Marketing: Customer Support

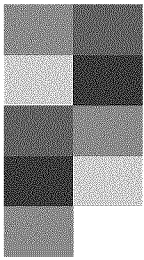
##### RoofConnect Customer Service

RoofConnect Customer Service (open 24/7/365) brings accuracy and accountability to roof repairs and is a service available to all National IPA Members at no charge.

Advantages include:

- A secure log-in to RoofConnect Service.
- Before and after pictures of the completed repair work.
- Views via aerial images.
- Ability to review the work authorization form signed at the site by the customer representative.
- Review of recommendations for preventative maintenance or additional services suggested.

There will be pre-set pricing from the contract and members will receive priority servicing and tracking abilities with RoofConnect's online customer portal. This allows for more informed decision making when determining what roofs to replace in a budget year.



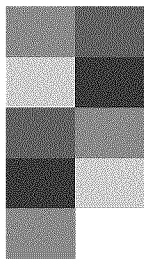
### Value-add Marketing: Training

RoofConnect will offer to any member of the National IPA access to training webinars and special dedicated sessions for their staff. This can also include seminars performed on location with advanced scheduling.

RoofConnect will provide a variety of training opportunities available to National IPA and/ National IPA Members.

They include and are not limited to the following:

- Roofing System Options
- Modified Bitumen Roofing
- Built-up Roofing
- Single Ply Roofing
- Metal Roofing
- Roof Asset Management
- Quality Flashings
- Codes and Approvals
- Roof Warranties: Fact vs. Fiction
- Why Roofs Fail
- LEED
- RoofPoint
- Vegetated Garden Roof Systems
- Photovoltaic
- The Importance of Roofing Inspections



### Value-add Marketing: RoofConnect Customized Online Portfolio Manager

RoofConnect's online portfolio manager provides organizations access to their roofing inventory. Where there are multiple facilities to manage, cataloging the chronological roof repair and maintenance activity is essential. RoofConnect provides an on-line portfolio management application designed for customers with multiple facilities.

This component of RoofConnect serves as an electronic repository that allows clients:

- Access to current roofing projects
- Review of historical information regarding each roof
- Development of future budgeting programs
- Gantt charts showing time progression to project completion
- Portfolio organization based upon roof life expectancy and stores warranty information
- Maintenance of the electronic job file that includes such historical items as progress pictures of roof construction, permits, local codes and other relevant information.

### Value-add Marketing: RoofConnect Asset Management Reporting

This fee-based service provides objective analysis to aid in the decision making of maintenance, repair and re-roof expenditures so that roof life can be maximized and overall life cycle costs can be lowered. Please refer to **Tab 7, Section Value-Add Products and Services** for complete details and pricing.

Upon enrollment, RoofConnect Asset Management program provides important financial guidance in making difficult repair versus replacement decisions. Our methodology provides customers the ability to compare the annual investment of a repair relative to the annual investment of a new roof, simplifying the decision and providing the information needed to reduce both ownership and operating costs. The end in mind of this program is to maximize the life of a roof by extending its life and therefore lowering its life cycle costs. By implementing a methodology of never replacing a roof prematurely, RoofConnect's Services assure maximizing your roofing investment.

- Each facility roof is evaluated section by section based on the condition of the deck, membrane, flashings and other pertinent criteria

Please refer to **Tab 7, Section Value-Add Products and Services** for complete details and pricing.



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### CLOSE SALE

Our efforts to build awareness, gain consideration, generate leads and create preference for RoofConnect products and services purchased under the National IPA Contract(s) continue through the action of closing the sale.

RoofConnect's standard proposal system reinforces the brand, quality, and consistency of our promotional efforts, tying everything together in this final "package." The Local Project Manager and/ or Technical Representative will review the project with the National IPA Member and will work through the specific details of the scope in alignment with budgets. Once agreed upon, the Local Project Manager will work directly with RoofConnect Government Contract / Compliance Manager (TBD) to develop a proposal that covers the necessary scope. The final proposal package will be delivered by the Local Project Manager and / or RoofConnect Representative. Coordination by the local Project Manager will help to ensure seamless delivery and will allow us to team together to secure more work from within the customer's portfolio as well as to secure future opportunities in the area.

### Close Sale

#### Flow chart 2: RoofConnect's Quotation/Proposal Process

##### Step 1

- RFP for Roofing Project with National IPA Member is received
- Sales Account Manager reviews and submits request to technical services department
- Project Manager outlines initial needs of National IPA Member

##### Step 2

- Project Manager will then determine RoofConnect contractor or multiple contractor's needed to provide proposal for National IPA Member

##### Step 3

- Project is created in RoofConnect Roof Asset Management internal system for tracking purposes and status updates throughout entire proposal development cycle through job completion.

##### Step 4

- Email request sent to contractor(s) with the following:
- Referenced Project #
- Site location/address/on site contacts
- Specifications/details
- RoofConnect cost sheet will be issued to contractor's for internal submittal
- Due date established - standard 1 week

##### Step 5

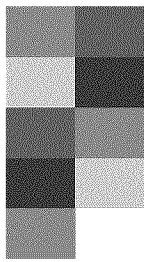
- Cost sheet/scope of work received from contractor
- Review documents and cost sheets received from contractor - discuss as necessary
- Final RoofConnect Proposal formulated
- Proposal formulated per National IPA Contract terms

##### Step 6

- Submit Final Proposal and RoofConnect proposal to National IPA Member for review and acceptance

##### Step 7

- National IPA Member accepts proposal
- Job Start is scheduled



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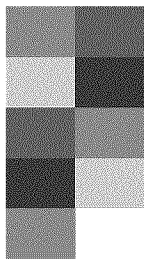
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### Manage Relationship

A sale does not complete or end our relationship with National IPA members, it deepens it. We are committed to managing these relationships at the highest level, to ensure satisfaction and identify areas for continuous improvement. Post-job surveys can be created to include National IPA procurement information and this data will then be shared with National IPA annually.

We can also use loyalty as a way of developing other relationships via referrals. Referrals will be a consistent method to drive and deepen loyalty. Once someone else uses the contract from a referral, there will be a synergy formed and a “following” can be developed that will only encourage more use of the contract.

Through the use of our Customer Relationship Management System we will continue to stay in touch via social media and personal contact from our National Account Managers.



18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

Please refer to our Marketing and Communications Plan that begins on PAGE 29 of this section. The marketing plan addresses how RoofConnect will demonstrate the benefits of the contract to eligible entities. It includes the complete marketing program for implementing the contract into our sales offering.

19. Explain how your company plans to market this agreement to existing government customers.

Please refer to our Marketing and Communications Plan that begins on PAGE 29 of this section. The marketing plan addresses how RoofConnect plans to market the agreement to government customers. The primary focus of our plan initially will be on the expansive list of our Member Contractors existing government customers.

20. Provide a detailed 90-day plan describing how the contract will be implemented within your firm.

Please refer to our Marketing and Communications Plan that begins on PAGE 29 of this section. The marketing plan addresses how RoofConnect plans to implement the contract. Specifically, Building Awareness (pages 32-44) will be the plan and the focus of the first 90 days after receipt of the National IPA Contract.

21. Describe how you intend on training your national sales force on the Region 4 ESC agreement.

Please refer to our Marketing and Communications Plan that begins on PAGE 29 of this section. The marketing plan addresses how RoofConnect plans to implement and train our national account managers, internal sales team and Member Contractor sales personnel. This process is described in detail on pages 32 -34 of this section. We have also included a listing of our Member Contractor services and sales locations throughout the country that can be found on pages 2-16 of this section.

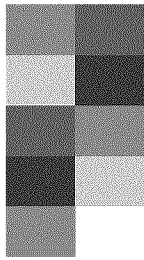
22. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

RoofConnect acknowledges the request and will provides permission to reproduce our logo in a high-resolution digital or print format for use in marketing communications and promotions of the National IPA contract.

23. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$4M in year one  
\$6M in year two  
\$7.5M in year three

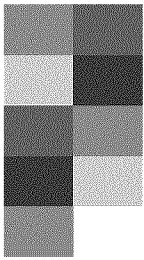




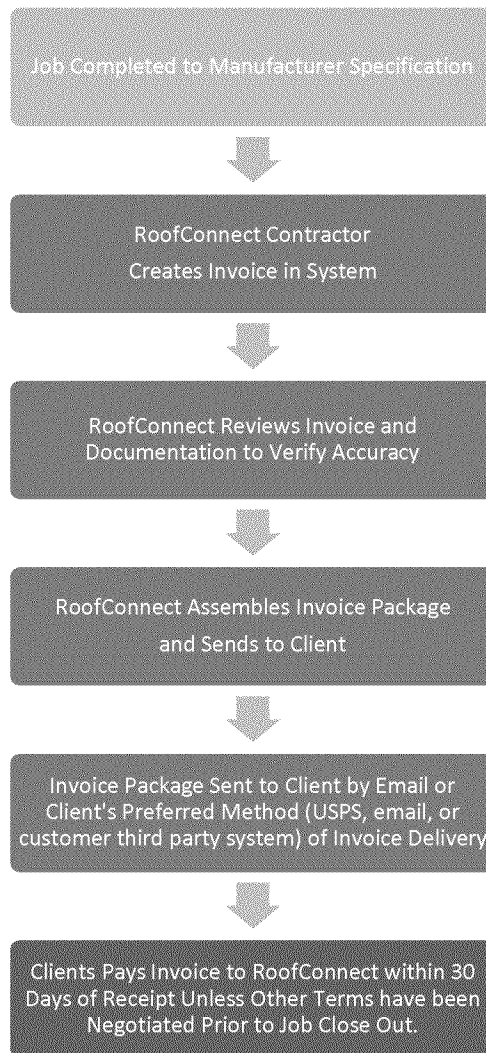
25. Describe the capacity of your company to report monthly sales through this agreement. This should include, but is not limited to, how the company will track and process PO's under this contract.

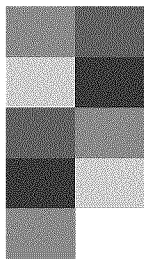
RoofConnect has a fully staffed invoicing department that will provide the monthly sales report for this agreement. RoofConnect uses an online database that tracks all projects and work orders by client. RoofConnect personnel have collaborated with National IPA employees to produce a monthly report detailing the project location, National IPA's Certified Proposal Numbers, sales total, collection status, and National IPA fee. Any additional information can be added to the report at the request of National IPA personnel. All invoicing activities will be submitted through RoofConnect's online database system in order to allow for one point of contact for monthly sales reporting.

RoofConnect uses a centralized billing approach in order to simplify the process for our clients. All RoofConnect contractors have access to RoofConnect's work order management system where client invoices are created and stored. The contractor creates the invoice with supporting documents required for the type of work performed. RoofConnect accounting personnel will review the invoice and contract terms to verify the invoice for accuracy to the contract terms. Upon the complete review, the invoice package will be assembled and sent to the National IPA member for payment. RoofConnect's standard payment terms are net 30, unless different terms have been negotiated. Typically, payment terms for capital projects are 50% upon mobilization, 40% upon substantial completion, and 10% upon delivery of the warranty and any other final documents that might be required.



RoofConnect Invoice Process Flow:



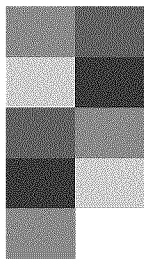


26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

RoofConnect will tailor any report or invoicing requirements to meet the requirements of National IPA and/or the eligible agency. By working with a diverse national client base, RoofConnect has developed processes and procedures to meet similar requirements for each client. RoofConnect has the ability to produce certified payroll reports or any other reports deemed necessary by National IPA or its members.

27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

RoofConnect's database is an online system that provides customer portal access for each individual client. RoofConnect will provide access to National IPA or other participating public agencies to this online Customer Portal. The access into the portal will allow National IPA and/or participating public agencies access to any projects, project documents, building history, and invoicing history. Custom reports can be created according to participating public agencies' needs or requirements. RoofConnect recommends that all clients access the portal in order to review any project documentation, open invoices, or building history.



### Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

28. Please provide your company's environmental policy and/or green initiative.

As a leader in the building service industry, RoofConnect is committed not only to compliance with the law relating to the environment, but also to the integration of sound environmental practices in its business decisions.

The following environmental principles provide guidance to RoofConnect personnel and Member Contractors in the conduct of their daily business practices:

**1. Comply with government environmental laws and regulations;**

RoofConnect recognizes governmental laws and regulations as a first necessary step toward environmental responsibility.

**2. Promote environmentally conscious practices;**

RoofConnect values leadership by example inside and outside the company, including industry organizations.

**3. Provide quality products and services designed for sustainability;**

RoofConnect understands that durability, proper maintenance, and product life span are keys to sustainable building practice.

**4. Provide a safe and healthy work environment for all of its employees;**

RoofConnect is committed to promoting and maintaining safety and training programs for its employees.

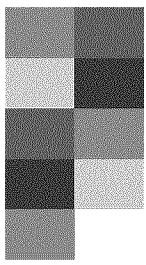
**5. Promote environmental awareness;**

RoofConnect is committed to making its customers fully aware of the environmental benefits of RoofConnect solutions.

**6. Continually review environmental practices and policy;**

In this age of rapid technological change, RoofConnect understands the need to remain current in environmental issues and in seeking to produce environmentally friendly solutions.

Additional information can be found in our **Value-Add section, Tab 7.**



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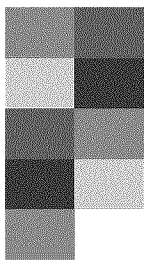
## Company Profile

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### Vendor Certifications (if applicable)

29. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations or certifications. Certifications can include applicable M/WBE, HUB, and manufacturer certifications for sales and service.

The following pages contain the licenses for all states that our contractors are required to be licensed in. States that do not require licenses have been noted as well.



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### References

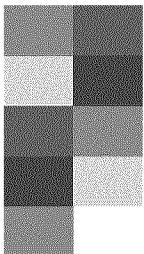
Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past three (3) years. Five (5) of these customer references should be for projects delivered through the job order contracting (JOC) delivery method. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

- Entity Name
- Contact Name and Title
- City and State
- Phone Number
- Years Services
- Description of Services
- Annual Volume
- Pricing Estimates/quotes provided to entity

Please see tab 5, References for response.



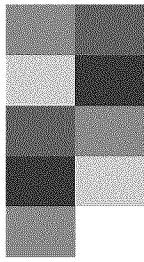
# PRODUCT/SERVICES



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## RESPONSE TO

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### **JOB-ORDER-CONTRACTING DELIVERY METHOD**

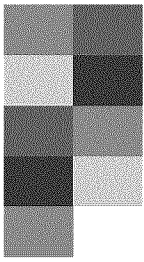
As appropriate and allowed by chapter 2269 of the Texas Government Code, contractors may deliver projects through the job order contracting delivery method under this contract. Contractors should demonstrate their experience with JOC estimating and delivery on at least 5 previous projects as requested in Appendix F.

RoofConnect has experience working with Job Order Contracting methods since 2013. The primary delivery method used is through our National IPA contract that was effective beginning in 2014. Project proposals submitted to Member Agencies were bid using traditional bid practices. RoofConnect, as the contract holder, would verify Member Contractors' proposals against the Line Item Pricing per the awarded contract. Any discrepancies would be communicated to the Member Contractor in order for the pricing to be adjusted to be in compliance with the National IPA contract. When requested, the Line Item Proposal was submitted to the Member Agency and also included with the Purchase Order Documents for specific projects.

In addition to the National IPA contract, RoofConnect holds a cooperative contract with TIPS-USA. The Job Order Contracting method used with TIPS-USA is through the RSMMeans job costing method. Similar to National IPA, projects would be bid through traditional bidding practices with the Member Contractor. Proposals are verified for compliance with RSMMeans Online with the current cost data and the city cost index associated with the location of the project. Any discrepancies identified with the proposal is communicated to the Member Contractor in order for the proposal to be compliant with the contract. The RSMMeans estimate is submitted to TIPS-USA in order for the TIPS-USA purchase order to be submitted to the Member Agency and RoofConnect.

RoofConnect's philosophy of the Job Order Contracting methods has been for RoofConnect to perform the contract compliance for our Member Contractors. This approach adds an additional layer for the Cooperative programs that ensures that any requirements are being met prior to any submission to the Cooperative. RoofConnect also believes that using traditional bidding practices to develop the proposal will maintain competitive bids for the Member Agencies. Samples of proposals for each Job Order Contracting Method have been included.





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## Products and Services

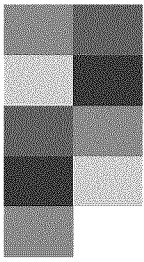
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### PERFORMANCE BOND PLAN

The contractor shall submit a detailed performance bond plan that will meet the participating agency's local and state statutory requirements. The vendor is required to be knowledgeable and current on all statutory requirements for bonding. This should include, but is not limited to, a letter from a surety company that is licensed to do business in the states being proposed in the submittal. Vendors shall also provide a written statement acknowledging that they can provide surety letters for any affiliates to Region 4 ESC or participating agencies upon request. Vendors may need to provide additional capacity as work orders increase. Bonds will not require that a fee be paid to Region 4 ESC. The actual cost of the bond will be a pass-through expense to the client and added to the purchase order.

Upon acceptance, RoofConnect will furnish the appropriate executed payment and performance bonds, if required, prior to starting any projects.

A sampling of RoofConnect's contractor's bonding availability is provided at the end of this tabbed section.



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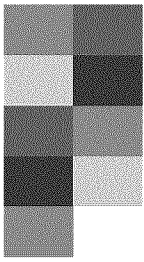
## Products and Services

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### **SAFETY/ENVIRONMENTAL PLAN**

The contractor shall submit a detailed safety plan with their submittal. It should specifically address how the contractor will implement this plan with the subcontractors. The safety plan will need to address OSHA compliance, environmental compliance, drug testing, trend analysis and noncompliance corrective action. It should also state whether a safety officer will interact with the client member's staff and management of safety and environmental issues while working in occupied areas.

See the complete Quality Safety Plan for RoofConnect provided at the end of this tabbed section.



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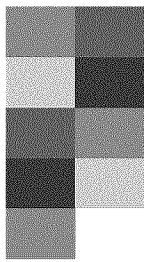
## Products and Services

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### QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

The contractor shall submit a QA/QC plan within with their submittal. This plan shall detail the day to day surveillance of work and provide documentation of deficiencies and corrective actions. It should note subcontractor compliance issues and trend analysis and how inspectors will interface and work with both the subcontractors and the participating agency's staff.

See the complete Quality Assurance/Quality Control Program for RoofConnect provided at the end of this tabbed section.



### SUBCONTRACTING PLAN AND/OR EXPLANATION OF APPLICABLE AFFILIATE RELATIONSHIPS

The contractor shall submit a subcontracting plan with their submittal. This plan will explain the subcontracting procedures providing assurances that the subcontractors meet the same high standards as the contractor. This will include a subcontractor's log, subcontractor qualification form, felony conviction notice and child and sex offender notice. This plan will also address how the vendor will implement his safety plan with subcontractors (may reference the vendor's safety plan). The subcontractors will be held to the same standards as the primary roofing contractor.

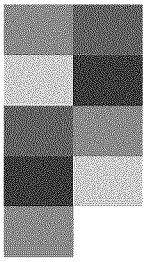
A distinct portion of the subcontracting plan needs to deal with attracting, utilizing and mentoring small and disadvantaged businesses including how your company will attract these firms. Describe how your company will institute a prompt payment plan upon completion and acceptance of their work and how your company will make progress payments to subcontractors on long term job orders.

The contractor shall submit a plan detailing the relationship with any applicable affiliates that may do work under this contract. This submittal should include, but is not limited to, work history, credentials, PO processes, and process to maintain upstanding workmanship and service.

RoofConnect is a professional roofing trade organization, comprised of independent commercial roofing companies throughout the U.S. This affiliation recognizes the need for complete regional/national coverage of consistent superior service from the most reputable, trustworthy, independent roofing contractors in the industry.

RoofConnect members are required to be a business that is actively engaged in the roofing and waterproofing contracting industry. In addition, members must meet the following criteria:

- independently-owned and operated;
- recognized in the industry as consistently providing a high level of customer service;
- maintain membership in the National Roofing Contractors Association (NRCA);
- have maintained a record of stability during its years of operation;
- have demonstrated high standards of ethical business conduct;
- have been in business in the roofing and waterproofing contracting industry for not less than ten years;
- have experienced construction personnel in its employ;
- be bondable;
- maintain a dedicated maintenance and repair service department or group and designate a specific contact person for maintenance and repair – related services;
- be recognized by leading product manufacturers as a quality contractor in the roofing and waterproofing contracting industry; and
- meet such other criteria as may be established from time to time by RoofConnect.

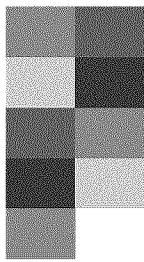


### Continued: Subcontracting Plan And/Or Explanation Of Applicable Affiliate Relationships

RoofConnect may add Member Contractors as market needs require. Prior to consideration of membership, a review of service capabilities, safety plans, and overall management commitment will be conducted. RoofConnect's executive team must approve the recommendation.

Nationwide coverage is offered by a single call to RoofConnect which allows facility managers the peace of mind both for the reactive roofing emergencies and proactive roof asset planning. We dispatch the client's call and provide all the follow up with an Account Management Team (minimum of three team members) assigned specifically to the client. Our numerous locations nationwide, allows us the ability to reduce travel cost while utilizing our internal systems to provide common and consistent tracking along with Asset Management history for our clients. RoofConnect's communication is second to none. We provide a Personalized Web Based Portal to track 100% of your roof inventory. This includes roof diagrams, photos, budgets, and work order/invoice histories. Solving your roof leaks forever is as easy as one call.

RoofConnect's Member Contractors may act as the prime contractor on any National IPA related projects. A subcontractor plan will be submitted as required by National IPA members prior to the start of any project. RoofConnect members, along with National IPA member organizations will review the subcontractor plan prior to the start of the project. Modifications will be made as directed by National IPA members in order to meet the requirement identified for the project.



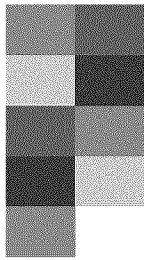
#### PRODUCT PERFORMANCE MINIMUM REQUIREMENTS

All roof systems must meet the regulatory requirements of the International Building Code, all applicable state and local codes for public buildings, including, but not limited to, UL 790, Class A, and FM Class 1-90 Fastening Standards. The prime contractor awarded a contract will comply with the latest, most stringent industry-standard construction details published by the National Roofing Contractors Association's **the NRCA Roofing and Waterproofing Manual**, 4th edition. (NRCA, 10255 W. Higgins road, Suite 600, Rosemont, IL 60018 || 847-299-9070 || Fax 847-299-1183). Any deviations, such as the use of proprietary designs of the prime contractor or special construction for regional climatic conditions, must be identified and explicitly agreed to by the participating agency.

All roof systems installed by RoofConnect's Members Contractors follow regulatory or NRCA Roofing and Waterproofing Manual requirements, whichever is more stringent. Exceptions to the rule only occur if the roof system is designed and specified by roof consultants, architects, or engineers that have been retained by the Member Agency. In the event a roof system design does not meet local building code requirements, RoofConnect will notify the Member Agency of any discrepancy and the requirement needed to be compliant with the building code.

Routing repairs will be completed following the requirements of the NRCA Repair Manual for Low-Slope Membrane Roof Systems. Any other roof system that is not specifically listed in the NRCA Repair Manual will follow the associated repair manual for the specific roof system. Roof leak repairs executed according to the NRCA Repair Manual and industry standards are warranted for one year from the date of repair. In the event that repairs require execution under unfavorable weather conditions, temporary repairs will be made, followed at a later date by repairs executed under the NRCA Repair Manual requirements.

Roof leak repairs are commonly considered to have a primary source of exterior entry. In some cases, there can be multiple exterior sources with one point of internal entry, such as a drain or pipe opening through the structural deck. Warrantable roof leak repairs will be considered as one primary source of external entry with one 5' x 5' area extending around said source. Any additional external leak sources outside this defined perimeter will be evaluated for an additional work order request. Management of this process will be conducted through photographic evidence of the primary leak source and repairs executed. Our call center team has been provided with extensive training in order to determine that repairs were made per industry standards and fall under a warrantable category. Upon completion of the executed work order, the resulting data will be entered into our tracking system. Should a future leak call be generated, data of the previous repair work order will be reviewed with and forwarded to the responding repair team. Once on site, the repair crew will communicate their findings with the customer service team to ensure proper execution. In turn, findings will be reviewed with the Member Agency to ensure client satisfaction



#### ASSOCIATED PROJECT SUPPORT REQUIREMENTS

The contractor shall remove movable furniture in the work area and place it back in the required location upon completion. The purchase, delivery and storage of project construction materials should not interfere with the client's operations. Damages that occur to the client's facilities or equipment must be repaired or purchased to like or better condition by the vendor at no charge. All permits will be acquired by the vendor and invoiced at cost as part of the purchase order, unless they are provided by the participating agency.

Region 4 ESC or its representative reserves the right to inspect any project and review the contractor's project files, documentation, and correspondence.

Utilities at the job sites will be furnished free of charge to the vendor by the participating agency. Water will be furnished free, with all of the taps, connections and associated equipment supplied free of charge to the vendor or supplied by the vendor and charged to the client. Upon project completion, the connections will be removed at the direction of the client.

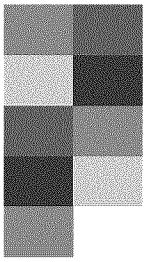
It is the contractor's responsibility to analyze their electrical needs and the ability of the client's facility to accommodate his request. The electricity at the job site will be free to the vendor. It will be the responsibility of the contractor to coordinate his requests and needs with the client. If additional capacity is required, the contractor is responsible for arranging for the equipment, the installation and removal at his own expense. If possible, toilet facilities will be made available by the client or the vendor will make arrangements for portable toilets.

The participating agency reserves the right to require the contractor's employees, representatives and consultants to wear identification and stay in designated work areas at all times while on the participating agency's property. The participating agency shall have the right to affect the immediate removal of any person associated with the contractor from the member's property for failure to wear identification, for being outside a designated work area, or for engaging in any behavior that the member deems inappropriate directed toward or in the vicinity of students, employees, officials, or guests of the participating agency.

Contractor shall perform the appropriate background checks of any personnel that will be performing the services within the proximity of minors. Vendor shall notify the participating agency of any proposed employee who has been convicted, pled guilty or pled "no contest" to a criminal offense, and the participating agency reserves the right to reject the proposed employee with a criminal background. No person employed by the vendor who has been found guilty of any criminal offenses shall be allowed into the work site without prior approval of the participating agency.

RoofConnect strives to complete projects with a minimum amount of disruption required. Prior to starting construction, a pre-construction (precon) meeting will be held with the Member Agency at the location of the project. The precon will review the scope of work to be completed for the project in order to communicate with local Member Agency the requirements of the job. In addition to construction specific details, the precon will review the following items:

- General overview – start date, hours of operations, permit posting requirements, restroom location (portable toilet placement, if required)
- Interior facility review
- Exterior/Building Perimeter review
- Roof Application review



# RoofConnect®

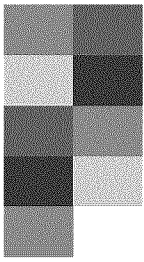
## NATIONAL ROOFING SERVICES

### Products and Services

Solicitation Number 18 09: Request for Proposal by  
Region 4 Education Service Center  
for Roofing Products, Services, and Job Order  
Contracting Services

The precon notes will document any site-specific requirements at the facility that were unknown at the time of providing the proposal. Agreement with the local contact and the Member Contractor will be noted on the precon checklist and signed-off by each participant in order to document agreement. A sample of our precon checklist has been provided.





**RoofConnect**<sup>®</sup>  
NATIONAL ROOFING SERVICES

## Products and Services

Solicitation Number 18 09: Request for Proposal by  
Region 4 Education Service Center  
for Roofing Products, Services, and Job Order  
Contracting Services

### DESCRIPTION OF PRODUCTS AND SERVICES OFFERED

A listing of products and services that should be offered under this contract is provided in the Pricing tab, but the offering need not be limited by this listing. Contractor may provide additional products and services either in this section or the value-add section. Pricing on these non-line items products and services can be addressed through a margin, a unit price book, or any other auditable pricing mechanism. Any product or service offered must have pricing that can be audited as outlined in the Pricing section in this solicitation (Appendix C). Contractors may propose a Unit Price Book to be used as an alternate pricing mechanism for special situations and for JOC delivery. Provide the coefficient(s) for all applicable regions for the unit price book proposed on the final page provided in the Pricing tab.

Please refer to Tab 6, Pricing, for a complete list of products and services being offered. In addition to the price list you can also find our Value Add items for consideration in Tab 7.



RoofConnect

# COMPREHENSIVE SAFETY & HEALTH PROGRAM

Revised 2018

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## **I. How To Use This Manual**

This manual should be read and understood by all RoofConnect member contractor employees. Supervisors should have an in depth knowledge of all customer, RoofConnect and OSHA rules and regulations. Supervisors shall obtain any further training or required information to ensure that RoofConnect is meeting all rules and OSHA regulations. **REMEMBER:** Many customers have additional rules and regulations, which all employees are required to know and abide by! It is both the supervisor's and employee's responsibility that all required information and testing has been completed prior to performing any work for that customer.

## **II. Safety & Health Policy Statement, Mission, and Objectives**

### **a) Safety & Health Policy Statement**

The number one priority of every job is to ensure the Safety & Health of our employees and all others who enter into the job worksite. No job, no matter how small or simple, will be performed without first setting up the jobsite to meet all OSHA and customer Safety & Health regulations. It is the contractor's responsibility to inform other contractors or customers entering into a jobsite area of the dangers, location of MSDS and the requirements to be in compliance with all regulations. In addition, all jobsites shall be roped off so as to protect our customers, other contractors and the general public from unknowingly entering the jobsite.

### **b) Safety & Health Policy Procedures**

- 1) Every employee shall thoroughly read and understand the contents of this Comprehensive Safety & Health Program.
- 2) Every employee shall complete all required customer testing prior to performing any work for that customer.
- 3) No work will be performed by any employee unless all Safety & Health rules and regulations can be met.
- 4) Employees shall report directly to upper management, (i.e. Vice President or President), any supervisor or fellow employee that knowingly violates any RoofConnect procedure. If an employee wishes to remain anonymous in their reporting of violations to upper management, the employee may use the employee suggestion box, located in the warehouse, to report violations.

### **c) Safety & Health Mission**

- 1) Provide a work environment that places Safety & Health as the number one priority.
- 2) Ensure that all of our employees have the knowledge and the economic support to perform their duties safely.
- 3) Provide our customers with the comfort and knowledge that RoofConnect will fully abide by all safety regulations.

#### **d) Safety & Health Goal-Oriented Objectives & Accountability**

##### **Goal-Oriented Objectives:**

- 1) Maintain the lowest EMR rating of any industrial roofing contractor.
- 2) Decrease the number of OSHA 300 log recordable lost workdays and restricted workdays by 10%, every year, compared to the average of the three preceding years.

##### **Accountability:**

All employees/contractors are accountable for meeting all RoofConnect Safety & Health Program policies, procedures and goal-oriented objectives. Commitment to meeting these policies, procedures and goal-oriented objectives is required for continuing employment by all employees. Appendix E is the Safety & Health annual review form for all Project Managers, Superintendents, Foremen, and Safety & Health Coordinators.

All violations of RoofConnect Safety & Health policies, procedures and goal-oriented objectives will be documented in that company's file.

Supervisors are responsible for conducting weekly worksite tours to observe work practices and determine whether unsafe conditions exist. All unsafe conditions shall be documented in the job file and shall be corrected prior to continuing work on that job. Appendix F contains the form to fill out for each Safety & Health tour.

All disciplinary actions, safety inspections and incident anomaly reports shall be reviewed at the following morning meeting with upper management. Appendix G contains form to fill out for any disciplinary action handed out.

All employee safety meetings shall be held monthly at each member contractor's facility to promote safety awareness and to review any safety investigation and incident anomaly reports. Attendance shall be taken and documented at each monthly Safety & Health meeting. All absent employees will be required to attend a makeup meeting the following week. Attendance at the makeup meeting shall be taken and documented.

#### **e) Resources**

Each RoofConnect member contractor is a profitable and healthy company, which has the resources to meet all current Safety & Health rules and requirements. For no reason shall an employee use the excuse of lack of resources for not meeting any Safety & Health requirement. Employees shall let their supervisors know of any equipment, etc. required to perform their jobs.

### **III. General Safety Guidelines**

#### **a) Basic**

- 1) Each superintendent and foreman is to have a copy of this Safety Program.
- 2) When working on a multi-level type roof, use an extension ladder, step ladder, NO JUMPING!
- 3) If you do not understand the rules, ask your Supervisor to explain them.
- 4) Report each and every accident or unsafe working condition to your supervisor immediately, no matter how slight they may seem. Supervisors will report accidents to safety department.

- 5) Employees are urged to make suggestions that will assist in the safe performance of the work.
- 6) Employees shall participate in the safety program through:
  - a) Attending all weekly and monthly safety/tool box meetings.
  - b) Reading and understanding all appropriate safety literature handouts including this manual.
  - c) Investigation of accidents.
  - d) Training of new personnel in safety awareness and hazard communications.
- 7) Notify your supervisor if it is evident that a co-worker is not in the right frame of mind or does not possess a positive attitude toward safety.
- 8) Do not ride on or walk under loads that are being lifted by cranes of any type.

#### **b) Job Start Up**

- 1) Safety is to be planned into each job. Prior to performing any new job, formulate a system to eliminate accident exposure at the Pre-Job Review. Appendix H contains the form for documenting a Pre-Job Review.
- 2) Prior to performing work at any jobsite, it is the responsibility of the member contractor's foreman or superintendent to notify the customer of our presence. Member contractor employees will follow the customer's rules of obtaining all required work permits and testing certifications prior to performing work. These permits and certifications shall always be current when working.
- 3) If a job involves new processes, material or equipment, the Safety & Health Committee shall perform a thorough analysis of all potential hazards and inform employees of these hazards.
- 4) Any significant changes in the manner in which processes, material or equipment is used, requires the approval of the Safety & Health Committee.

#### **c) Lock-Out and Tag Procedure**

Employees shall never remove or operate any mechanical or electrical equipment without the proper paperwork required by the customer. No employee(s) shall ever cut or forcefully remove any locks or tags on any equipment. If removal is required to properly perform work, the foreman or superintendent shall contact the customer to obtain the proper approval. If allowed by the customer, employees may install a personal lock on a lock out device when working on related equipment. This lock shall have a name and telephone number for emergency contact. Personal locks shall be removed when the employee leaves the work area.

#### **d) Security & Control Policy**

- 1). Employees shall observe and comply with the security and control policy and procedures as implemented at each customer location.
- 2) Possession, use, sale, distribution or being under the influence of alcohol, illegal drugs or controlled substances on company property or on the property of any of our jobsites is strictly prohibited.
- 3) Firearms and ammunition are not allowed on company property or any customer property.
- 4) It is the responsibility of each employee to report all security violations committed by any fellow employee to your supervisor immediately.  
Improper conduct such as "horseplay, fighting, gambling, scuffling, practical jokes, etc..." on any jobsite is forbidden.

**e) Minimum Safety Requirements**

- 1) Attend all customer required safety courses, orientations and pass all related tests prior to performing work at a particular customer location.
- 2) Abide by all OSHA, customer and RoofConnect safety rules and regulations.
- 3) Report any unusual or suspected unsafe conditions to your supervisor.
- 4) Cover all operating and non-operating equipment that could be damaged by operations.
- 5) Use caution when working near or adjacent to any roof penetrations.
- 6) Smoke and eat in customer authorized areas only.
- 7) Do not operate any valve, circuit breakers, switches, etc. without proper approval from the customer.
- 8) Keep all equipment off manholes, hand holes etc., not in roadways.
- 9) Leave keys in all unattended trucks if required by the customer with supervisor approval
- 10) Properly barricade all work areas, ladders etc....
- 11) Attend all Company and customer required safety meetings.

**f) Traffic Regulations**

- 1) Only supervisor approved drivers will be authorized to drive company owned vehicles. Each driver is responsible for the safe operation of the vehicle and must keep their vehicle clean.
- 2) Before operating any company vehicle, check condition and inflation of tires and all fluid levels (including oil, gas, radiator, battery, brakes, transmission and power steering and turn in check list).
- 3) Defensive driving practices shall be used at all times.
- 4) No passengers shall be allowed except in connection with business. This means no hitchhikers.
- 5) Mechanical defects shall be reported and repaired promptly before the vehicle is driven further.
- 6) The use or possession of or being under the influence of any alcoholic beverage or illegal drug while in a company vehicle is prohibited.
- 7) All accidents are to be reported to your supervisor and or safety department, if applicable, customer contact immediately.
- 8) All drivers shall abide by all state motor vehicle laws while driving company vehicles. All Customer driving regulations shall be abided by when on customer property.
- 9) Seat belts shall be worn at all times while company vehicle is moving. the number of occupants permitted should be equal to the number of seat belts.
- 10) Strictly observe all signs and signals.
- 11) Park company vehicles in customer designated areas only.
- 12) Do not drive personal vehicles onto customer property without prior approval from supervisor.
- 13) Do not block fire hydrants or emergency access ways when parking.
- 14) Yield the right-of-way to pedestrians, bicycles, ambulances, fire trucks, and other emergency vehicles.
- 15) Report all moving violations including those in personal vehicles to the office within 48 hours;
- 16) No one is allowed to ride in the bed of any company vehicles.
- 17) Operator must turn off vehicle when not behind the wheel.

**g) Housekeeping**



- 1) Work areas shall be cleaned on a daily basis.
- 2) All trash and construction debris shall be deposited in a company or customer approved dumpster.
- 3) Notify supervisor and/or customer contact immediately of spills and clean up spills as directed. Use MSDS for clean up information.
- 4) Keep all materials in approved and properly labeled containers.
- 5) Keep aisles and walkways free of material, scrap, hoses, and electrical cords.
- 6) Don't leave loose objects on floors, stairs or platforms.
- 7) Store tools properly and safely.
- 8) Clean up tools and work area as work progresses.
- 9) Keep all materials, tools, and equipment in a stable (tied, stacked, or choked) position.
- 10) Maintain clear access to all work areas.
- 11) Remove all protruding nails from lumber, crates, or pallets before discarding.
- 12) Do not stock material in any locations without prior approval from your supervisor or customer contact.

#### **IV. General Roofing Safety Rules and Material Handling:**

- 1) Practice and encourage safe material handling techniques such as:
  - a) Lift with your legs, not your back.
  - b) Keep the load close to your upper body.
  - c) Avoid twisting while lifting.
  - d) Keep feet spread approximately shoulder-width with one (1) foot ahead of the other. Maintain your balance.
  - e) Get help when handling large, heavy or bulky objects.
  - f) Utilize mechanical lifting aides to their fullest.
  - g) Wear good non-skid footwear. Built-up roofing requires enclosed protective type footwear.
  - h) Keep yourself in good physical condition and control your weight.
- 2) Never apply a torch applied roofing system directly over a wood deck.
- 3) When the application of a torch applied modified bitumen roof system has been completed the job foreman will assign a one (2) hour fire watch to monitor the site.
- 4) The jobsite gang box is to be used to store tools, extension cords, fire extinguishers and a first aid kit. All gang boxes are to be locked at each days end.
- 5) When working on a coal tar pitch roof each employee should be made aware of how this material can burn your skin. Employees should wear long pants, long-sleeved shirts with a button-up collar and apply a sunscreen ointment to their face. Cover your skin as much as possible.
- 6) When using solvent glue and adhesives make sure you are aware of the precautions and instructions pertaining to them.
- 7) No roofs are to be left open overnight. No tear-offs are to be attempted when there is a 30% or better probability of rain forecasted. A ponding water pump, tarps and plastic cement are to be kept on site as emergency water protection measures.

## **V. Environmental**

### **a) General Rules**

- 1) Do not drain, spill, pour, bury or dispose of any oil, lubricant, solvent, fuel or any waste material on any customer or company property without approval of supervisor or customer contact.
- 2) Do not repair or overhaul any equipment on customer property except for short-term emergency repairs.
- 3) All roofing trash shall be disposed of properly, per all federal, state and local laws.

### **b) Hazardous Material**

- 1) No employees shall handle hazardous materials.
- 2) If you have any questions whatsoever regarding material handling and/or potential exposure hazards - ASK FOR ASSISTANCE - DO NOT ASSUME ANYTHING!

## **VI. Accident/Incident & Emergency Control**

### **a) Accident/Incident**

- 1) Employees should understand the steps that should be taken to minimize and control the effects of an accident or emergency.
- 2) All accidents and incidents, no matter how small, shall be reported to your supervisor and, if required, customer contact, immediately.
- 3) Know the location and use of eye wash stations and emergency showers.
- 4) Know the customer emergency communication systems and the location of these systems.
- 5) An Accident Investigation Report will be filled out by the job superintendent for all accidents/incidents. Reference Appendix A for Accident Investigation Report form. Distribution and sign off of report cause and corrective action shall be required by all management personnel, i.e. Superintendents and Vice Presidents.
- 6) All Accident Reports shall be kept in safety department office for review .
- 7) Cause and corrective action for all Accident shall be discussed at all preceding daily toolbox meeting, weekly Safety & Health jobsite inspection and at the preceding monthly Company Safety Meeting.

### **b) Emergency Controls**

- 1) Be familiar with customer alarm systems and the steps to be taken when they are sounded.
- 2) Know the phone number of your customer contact.
- 3) Know the customer emergency contact and phone number.
- 4) As required, go to the customer emergency assembly area in the event of an emergency.
- 5) Secure any accident scene when required.

### **c) Emergency Drills**

- 1) Emergency drills are held at many of our customer's facilities. Employees shall participate in these drills as required by the customer.
- 2) Member companies shall conduct weekly emergency drills at all industrial customer jobsites.

## **VII. Personal Protective Equipment**

### **a) Protective Clothing**

- 1) Employees shall wear personal or company supplied clothing that is safe and proper for their job.
- 2) Employees shall not wear short sleeve shirts or shorts while on the job. Loose clothing, dangling sleeves, jewelry, rings, long hair, neckties, etc., shall not be worn unprotected on jobsites.
- 3) All customer regulations regarding wearing of fire retarding clothing, eye contacts, jewelry, etc., shall be abided by.
- 4) Employees shall wear Coast Guard approved life jackets, or otherwise be protected by handrails or lifelines when working near water wherein a drowning hazard exists.

### **b) Head Protection**

- 1) Supervisor issued hard hats shall be worn at all times while on the job site.
- 2) Hard hats shall not be altered for any purpose such as drilled or punched for ventilation holes, edges trimmed off hats, or the suspension altered.
- 3) Each employee is responsible for keeping his or her hard hat clean and in good condition. Employees shall notify supervisors when the need arises for a hard hat to be replaced. Employees shall inspect their hard hats daily. No writing on hard hats.
- 4) Approved hard hats and side shield safety glasses must be worn while wearing a welding hood.

### **c) Eye Protection**

- 1) Approved safety glasses Z87+ with approved side-shields shall be worn at all times while on the job site. Slide on acetate shields are not acceptable.
- 2) Corrective lenses must be safety glass with side shields or goggles must be worn over corrective lenses.
- 3) Employees are responsible for keeping safety glasses clean and usable. Employees should contact their supervisor for replacement of damaged safety glasses.
- 4) Tinted safety glasses are not to be worn during night or in dark locations during the day. Tinted safety glasses should not be worn on customer locations where they are prohibited.
- 5) Approved chemical goggles are required by some customers for work in certain areas. Consult your supervisor or customer contact if there is a question of whether or not goggles need to be worn.
- 6) Employees working in the area of chemicals should know the location of the nearest safety shower and eyewash.
- 7) Welding hoods are required for electric welding.
- 8) Burning goggles are required for gas welding and burning.

- 9) Employees shall wear a face shield over safety glasses or mono-goggles when: chipping, grinding, buffing, using friction cut-off saws, impact chisels, or when handling hazardous liquids,

**d) Hand Protection**

- 1) Employees are required to wear work gloves when handling material or doing rough work.
- 2) Approved protective gloves are required when handling hazardous materials. Consult a supervisor if there are any questions concerning the material being handled.
- 3) Special gloves shall be worn when special hazards exist, (i.e. acid, high voltage, etc.). Consult a supervisor if there is a question of whether special gloves are required.
- 4) Gloves should not be worn when working near rotating parts. Be aware of pinch points.

**e) Foot Protection**

- 1) Safety department approved steel toe leather boots are required.
- 2) Canvas shoes, sneakers, sandals, house shoes, etc. are not allowed.

**f) Hearing Protection**

- 1) Hearing protection is required in noisy areas, customer designated areas and around certain equipment. If there is any question of whether or not hearing protection should be worn, consult a supervisor.
- 2) No radio or tape players with headphones are allowed on the job site unless for two-way job related communications.
- 3) Audiometric testing is available to any employee who has a concern with their hearing. Contact your supervisor for further information. In addition, supervisors may require certain employees be audiometric tested if it is believed that they may have a hearing problem.

**g) Respiratory Protection**

- 1) Certain customers require that employees have respirators ready to wear in case of an emergency or that employees wear respirators for work in particular areas.
- 2) Physical examinations are required to determine each employee's fitness to wear a respirator.
- 3) Employees should contact their supervisor with questions regarding whether or not they need to be tested for respirator use.
- 4) Appendix B contains the respiratory protection program and supervisors are required to know and understand the requirements of this program.

**VIII. Fall Prevention Program**

- 1) Unless some other means of fall protection is provided, full body harnesses must be worn with lanyards tied to a solid support, when working in any area where there is danger of falling more than six feet from one level to another. Safety belts are not acceptable.
- 2) Fall arrest systems must be inspected before each use.
- 3) Lifelines, full body harnesses and lanyards actually subjected to a fall shall be immediately removed from service and destroyed.
- 4) All safety harnesses shall be visually inspected before each use.

- 5) Safety harnesses are required when an aerial lift, (man lift, basket, etc.), is used. The lanyard shall be attached to the anchor point in the basket.
- 6) Employees are required to be tied off whenever they are within six feet of the perimeter of a roof, six feet or higher, without a parapet wall or guard 39 inches or more in height.
- 7) Safety harness lanyards shall be a minimum length to provide for a fall of no greater than 6 feet. The lanyard shall have a nominal breaking strength of 5,400 pounds.
- 8) Prior to performing work on a roof, a warning line system shall be erected around all necessary perimeters, i.e. those with parapet walls less than 39 inches with no existing guards, and all roof top openings, including all skylights.
- 9) Warning lines shall consist of a rope, wire, or chain flagged at not more than six feet intervals with high-visibility material. The warning line shall be supported in such a way that its lowest point is no less than 34 inches from the roof surface and its highest point is no more than 39 inches from the roof surface. Stanchions shall be capable of resisting, without tipping over, a force of at least 16 pounds applied horizontally against the stanchion, 30-inches above the roof surface.
- 10) Use of a safety monitoring system on roofs fifty feet or less in width, where mechanical equipment is not being used or stored is allowed. The Safety monitoring system involves having one competent person solely designated to monitoring the safety of all the other employees working. It is the safety monitors responsibility to warn employees when it appears to the monitor that they are unaware of the hazard or are acting in an unsafe manner. The safety monitor must be on the same roof as and within visual sighting distance of all employees for whom he is responsible and must be close enough to verbally communicate with the employees. The safety monitor shall not perform any work other than monitoring.
- 11) When guardrails are used at hoisting areas, a minimum of four feet of guardrail shall be erected on each side of the access point through which materials are hoisted. A chain or gate shall be placed across the opening between the guardrail sections when hoisted operations are not taking place.
- 12) When guardrails are used at bitumen pipe outlets a minimum of four feet of guardrail shall be erected on each side of the pipe.
- 13) Safety harnesses shall never be attached to the hoist.
- 14) Safety harnesses shall be rigged to allow the movement of employees only as far as the roof edge.
- 15) Materials may not be stored within six feet of the roof edge unless guardrails are erected at the roof edge.
- 16) All questions related to the fall protection system shall be directed to a supervisor. If there is any question, whatsoever, regarding Fall Protection, ask for assistance from a supervisor.

## **IX. Ladders & Scaffolds**

### **a) Portable Ladders**

- 1) All ladders shall be visually inspected before each use. Ladders shall be secured.
- 2) Defective ladders shall be immediately withdrawn from use.
- 3) Portable ladders shall be used for climbing only. They are not to be used for material skids, walkways, or workbenches.
- 4) When using ladders in or over a doorway, barricade the door and post warning signs.
- 5) Only one person is allowed on a ladder at a time.
- 6) Facing the ladder, work with both feet on the rungs.

- 7) Do not carry items while climbing or descending a ladder.
- 8) Do not place tools or materials on ladder rungs or steps.
- 9) Do not use metal ladders where electrical hazards exist or where customer has banned use.

#### **b) Step Ladders**

- 1) Always extend ladder legs fully, and lock spreaders in place.
- 2) Place all four feet on a level surface.
- 3) Do not step on the end cap or the first rung located under the end cap.

#### **c) Straight & Extension Ladders**

- 1) Place ladders so its angle is no less than one-fourth the distance of its working length.
- 2) Ladders shall be tied off and have non-skid safety feet.
- 3) The top of the ladder shall extend at least 3 feet beyond the supporting object.
- 4) Engage safety latches on extension ladders.
- 5) Secure the ladder extension rope to a rung at the base of the ladder.
- 6) Overlap extension ladders by three (3) or more rungs.

#### **d) Scaffolds**

- 1) Scaffolds shall be erected, moved, dismantled, or altered under the supervision of a competent person.
- 2) Scaffolds shall be erected according to OSHA and other applicable regulations requirements.
- 3) Do not exceed the load capacity of the scaffold.
- 4) Materials being hoisted onto a scaffold shall have a tag line.
- 5) Employees shall not work on scaffolds during storms or high winds.
- 6) Read scaffold tags before using scaffolds.
- 7) Scaffolds without tags are not to be used.
- 8) Tools, materials, and debris shall not be allowed to accumulate in quantities to cause a hazard.
- 9) When climbing scaffolds, use scaffold ladders only.

### **X. Excavations**

Under no circumstances shall any employee perform any trenching or excavation work for any customer. This nature of work requires an additional contractor for the customer.

### **XI. Electrical Safety**

- 1) Equipment or circuits that are de-energized must be tagged and locked according to each customer's requirements.
- 2) Be aware of overhead wires and electrical equipment with exposed conductors.
- 3) Do not use equipment (such as cranes or man lifts) or perform work (such as building a scaffold) within 10 feet of live electrical lines (up to 50 kV). Follow OSHA guidelines for voltages above 50 kV. If in doubt of electrical line voltage, contact your supervisor. Many

customers have more stringent regulations on equipment use near electrical lines. Always follow the more stringent regulations.

- 4) Ground-fault circuit interrupters (GFCIs) are required.
- 5) Extension cords must be of the three-wire type. Extension cords and flexible cords used with temporary and portable lights shall be designed for hard or extra-hard usage (for example, types S, ST, SO, and STO).
- 6) Daily visual inspections of extension cords and plug-connected equipment for defects shall be performed.
- 7) Do not work near exposed parts of electrical circuits unless they have been protected by one of the following means:
  - De-energizing the parts (lock-out/tag out).
  - Grounding the parts, where applicable
  - Guarding the part by insulation
- 8) Barriers shall be used to ensure that workspace for electrical equipment shall be guarded when energized parts of equipment are exposed.
- 9) Worn or frayed electrical cords or cables shall not be used. Extension cords shall not be fastened with staples, hung from nails, or suspended by wire.

## **XII. Fire Protection**

- 1) Be familiar with locations, types, and use of the fire extinguishers in your work area. Good housekeeping is one of the best methods to prevent fires.
- 2) Do not use firefighting equipment unless you have been properly trained in its use.
- 3) Fire fighting equipment shall not be used for any other use other than fighting fires.
- 4) When using fire extinguishers to support work, check them daily prior to starting work. (Do not use permanent mounted fire extinguishers for this purpose.)
- 5) Fire extinguishers shall be replaced or recharged immediately after being discharged.
- 6) Report all fires to your immediate supervisor or customer contact immediately.

## **XIII. Barricades, Warning Signs & Tags**

- 1) Barricades and warning signs & tags shall:
  - a) Be observed, inspected and maintained as long as hazards exist.
  - b) Be erected prior to starting work
  - c) Be erected in such a way to obstruct or deter passage of persons or vehicles.
  - d) Identify the hazard.
  - e) Be removed promptly when hazard no longer exists.
- 2) Entry into areas surrounded with yellow barrier tape is allowed only in accordance with the posted signs and tags.
- 3) Many customers have additional rules and regulations regarding barriers. All customer rules and regulations regarding barriers need to be understood and followed, if there are any questions, contact your supervisor.
- 4) Warning signs & tags shall:
  - a) Identify hazards.
  - b) Identify the owner of erected barricades.
  - c) Be obeyed by all workers.
  - d) Be visible at all times.

- e) Be placed on barricade stands or other appropriate locations.
- f) Be removed or covered promptly when hazards no longer exist.
- g) Be standard for the industry.
- h) Not be removed except by authorized personnel.

#### **XIV. Hazardous Materials Program**

##### **a) General Overview**

- 1) Every employee shall be committed to making the work place as safe and healthy as possible. Employees may use Appendix F to report any Safety & Health anomaly. Employees may give report to supervisor or deposit in Employee Suggestion box located in the warehouse. Management will respond in writing to any report within 48 hours and the response shall be posted on the company bulletin board located in the warehouse.
- 2) Appendix C - Hazard Communication Program goes into detail on the rules and regulations of RoofConnect and OSHA. Each employee shall thoroughly review Appendix C and contact your supervisor with any questions.

##### **b) Material Safety Data Sheets**

- 1) Material Safety Data Sheets are required for all materials used on a jobsite. All vehicles are required to carry a full set of MSDS binders.
- 2) Review MSDS prior to using products to determine protection required, handling instructions, etc.
- 3) All employees shall know where to locate MSDS and how to find specific materials in the binders.
- 4) Reference Appendix C for further information concerning MSDS.

##### **c) Containers**

- 1) Flammables
  - a) Shall be stored in approved, properly labeled containers.
  - b) Shall be stored in such a manner to protect from heat, which may cause combustion.
- 2) Compressed Gas Cylinders
  - a) Shall be labeled properly.
  - b) Shall not be lifted by valve protection caps.
  - c) Shall have valve protection cap in place before transporting or storing.
  - d) Shall always be protected from electricity and sparks.
  - e) Shall always be secured vertically to a support, whether in use, transit, or stored.
  - f) Do not lay cylinders on their sides or use as rollers.
  - g) Shall have valves closed after each use and hoses bled.
  - h) Never substitute oxygen for compressed air.
  - i) Appropriate signs and warnings shall be visibly displayed in storage areas.
- 3) Handling Procedures For Empty Containers
  - a) For proper disposal of empty containers, contact your supervisor.

##### **d) Asbestos Containing Material**



- 1) Many older roof systems contain materials with asbestos.
- 2) Never remove any asbestos materials without first contacting your supervisor.
- 3) Unless insulating materials are identified as non-asbestos by visual inspection, labeling/marketing or bulk sampling, they shall be considered to contain asbestos, and treated as such. If you are unsure of a material containing asbestos, contact your supervisor.
- 4) Verify material composition prior to starting work.

**e) Lead Containing Material**

- 1) Many older facilities contain lead.
- 2) Employees shall not remove nor dispose of lead containing material without contacting supervisor for rules and regulations of performing this task.
- 3) Lead is found primarily in older paints, plumbing jacks, and bell & spigot pipe joints.
- 4) Verify material composition prior to starting work.

**XV. Confined Spaces**

- 1) Never enter into a confined space without first notifying your supervisor.
- 2) Most customers have specific rules and regulations for work in confined spaces. Make sure you are aware of all customer rules and regulations concerning confined spaces.
- 3) The following is a definition of a confined space, (customer's definition may vary slightly so be sure to check with your customer contact.):
  - a) A space that is large enough and configured so that a person can enter and perform work; and
  - b) Has limited means of entry or exit; and
  - c) Is not designed for continuous employee occupancy.
  - d) Contains or has the potential to contain a hazardous atmosphere.
- 4) Most customers require a plant permit to work in a confined space.
- 5) A confined space watch is required for employees working in confined areas. Contact your supervisor for further information on the requirements of the designated confined space watcher.

**XVI. Equipment And Machinery Safety**

All equipment and machinery valued at \$1,000.00 or more upon purchase shall have documented paperwork as to the preventative maintenance schedule required by the manufacturer. Less expensive equipment and machinery shall be maintained as discussed in the proceeding divisions of Section XVI.

**a) Hand & Power Tools And Machinery**

- 1) The safe design of any tool or piece of equipment must not be altered.
- 2) Tools or equipment must not be modified in any manner that reduces the original safety capacity.
- 3) All company owned, leased or rented equipment must be in a safe mechanical working condition to render safe service at all times.

- 4) Defective tools and equipment must be tagged and removed from service immediately and repaired or disposed of.
- 5) Equipment with exposed gears, belts, couplings, fans, etc., must be provided with proper guards.
- 6) Machinery, tools and equipment must not be operated without all guards and safety devices in place and functioning properly.
- 7) Only use tools and machinery you are qualified to use.
- 8) Inspect tools or machinery before use.
- 9) Do not use tools or equipment not in good operating condition.
- 10) Use tools or machinery only for intended use.
- 11) Use tools and machinery guards as appropriate.
- 12) Keep moving parts directed away from your body and from others.
- 13) Shut machinery down for repair work.
- 14) Insure that your tools and machinery are safe from unexpected movement, falling, and slipping to prevent damage and accidental injury.

#### **b) Hoist Equipment**

- 1) Employees must be trained and qualified to operate hoist equipment.
- 2) Inspect equipment before use.
- 3) Know and do not exceed the hoist weight capacity.
- 4) The load must be securely attached.
- 5) Do not leave a load hanging and unattended.
- 6) Do not allow any body parts of yourself or others below a suspended load.
- 7) Do not wrap the load chain of a chain hoist around the load.
- 8) Passengers are absolutely not allowed on the hoist.
- 9) Know the signals adopted for raising and lowering of loads.

#### **c) Rigging Equipment**

- 1) Inspect hooks, shackles and clamps before use.
- 2) Only rig from support structures that are suited to support the intended load.
- 3) Lifting beams and davits shall be certified and labeled for the maximum allowable load.
- 4) Hooks shall have a safety latch.
- 5) Use a shackle when more than one eye needs to be attached.
- 6) Use clamp devices for their intended use (for example, do not use tongs for beam rigging; beam clamps should be used.)
- 7) Do not exceed the capacity of supporting cables, chains, rope or wire.
- 8) Contact your supervisor if you need to verify that the capacity is adequate.

#### **d) Compressed Air Use**

- 1) Inspect hoses and couplings daily and before each use.
- 2) Use only hoses designed for compressed air use.
- 3) Couplings must be equipped with positive locking devices.
- 4) Always close the valve and bleed down the hose when not in use.
- 5) Store hoses properly after use.

#### **e) Welding & Burning**

- 1) Contact you supervisor or customer contact prior to performing any welding or burning. Many customers require permits to be pulled for these operations.
- 2) Inspect leads, ground clamps, hoses, torches, cylinders, and fittings each day before use.
- 3) Keep hoses and equipment clear of passageways.
- 4) Remove combustible materials from the immediate work area.
- 5) Have access to a nearby dry chemical fire extinguisher and know how to operate.
- 6) Protect surrounding area with fire blankets as necessary.
- 7) Do not weld or burn on closed vessels or tanks.
- 8) Do not weld or burn on any vessels or tank that has not been decontaminated.
- 9) Use proper grounding for all work.
- 10) All leads must be adequately insulated from the machine to electrode holder.
- 11) Return welding rods to proper storage when not in use.
- 12) Turn off equipment when not in use.

#### **f) Painting Equipment**

- 1) Examine the wind condition prior to performing any painting. Ensure that no property in the surrounding area is subject to the potential of damage from painting operations. If property is subject to potential damage, protect or move property. (An example of property would be a car.)
- 2) Compressors shall be in good, clean and efficient working condition and shall be properly sized for the work
- 3) Hoses shall be equipped with the proper fittings and maintained in good condition.
- 4) Employees shall select the equipment for each coating (i.e., air and fluid pressure gauges, correct hose size and spay tips) in accordance with the manufacturers recommendations. If you are not sure of the proper equipment and settings , contact your supervisor.
- 5) Air supplied for breathing shall be free of carbon monoxide and any other harmful contaminants
- 6) Filters for breathing air supply shall be cleaned, maintained, or replaced as recommended by the manufacturer.
- 7) Daily monitoring or air supplied for breathing shall be done and a log of test results kept.

### **XVII. Medical Program**

#### **a) General**

- 1) Each member company maintains a working agreement with an occupational medical client firm. This firm provides all required physician services.
- 2) All foremen, supervisors, and lead men on large reroof crews are required to be certified in both First Aid and CPR.
- 3) RoofConnect and its members are committed to maintaining adequate Safety & Health Staff.
- 4) Each member company maintains access to both Certified Safety Professionals and Certified Industrial Hygienists through our participation in the HACSC.

#### **b) Blood borne Pathogens**

- 1) Purpose

- a) The purpose of this program is to minimize or eliminate all RoofConnect member employees' exposure to blood pathogens, mainly Hepatitis B Virus (HBV), and Human Immunodeficiency Virus (HIV), which could lead to disease or death.
  - b) This program applies to all employees who may in the course of their normal employment, be required to come in contact with, or dispose of, any materials containing contaminated or potentially contaminated blood and/or body fluids. For the purpose of this program all blood and body fluids are considered contaminated.
- 2) Engineering and work practice controls
- a) All blood, body fluids, and other potentially infectious materials are handled as hazardous materials unless those precautions interfere with the proper delivery of first aid/CPR, health care, or create significant risk to the personal safety of the employee.
  - b) Following contact with blood and/or body fluids, employees wash their hands with antiseptic cleaner and water immediately or as soon as possible after removing gloves or other Personal Protective Equipment. Since water is not available in all areas, antiseptic, hand cleaner and towellettes are made available by the Project Safety Coordinator.
  - c) Eating, drinking, smoking, applying cosmetics, and handling contact lenses are prohibited in medical treatment areas where a potential for contact with blood and/or body fluids exists.
  - d) Food and drink are not stored in refrigerators, freezers, cabinets, or on counter tops where blood or body fluids are stored.
- 3) Housekeeping
- a) Clean and disinfect all surfaces immediately after contact with blood and/or body fluids. Clean surfaces using an approved hospital disinfectant such as Enrivocide® antiseptic cleaner, or its equivalent, or a mixture of one part sodium hydrochloride (household bleach) diluted with 10 parts water.
  - b) Remove and replace protective coverings which may be used to cover work surfaces in the case of contamination. Dispose of these as contaminated material. Clean and decontaminate on a regular basis, or immediately after possible contamination all bins, cans, pails, and similar receptacles intended for reuse which have the potential of becoming contaminated with blood and/or body fluids.
  - c) Do not pick up broken glass by hand. Clean up using a brush and dustpan, vacuum, cotton swab, or tweezers, depending upon the situation.
  - d) When emptying trash receptacles, avoid touching waste with hands. Pour or dump trash receptacles into bins or dumpsters to avoid the possibility of injury from contaminated glass, needles, or other sharp objects. Where receptacles are too large to easily lift for dumping, use a long handled scoop and stick to remove the trash.
  - e) Disinfect all reusable items contaminated with blood and/or body fluids with Envirocide® antiseptic cleaner or its approved equivalent, or a diluted mixture of one part sodium hydrochloride (household bleach) and 10 parts water.
  - f) Dispose of all potentially contaminated waste such as gloves, towels, swabs, bandages, gauze pads, shop rags, broken glass, etc. in accordance with the requirements of this program. Do not store reusable sharp objects contaminated with blood or other potentially infectious materials in a manner that requires employees to reach or grab them by hand in their approved containers.

## **XVIII. Safety Self Audit Program**

Each RoofConnect member company is committed to providing each of its employees a safe and healthy work environment. This commitment is a matter of company policy and will be a joint

venture with our Loss Control Specialists to perform jobsite inspections with our Superintendent on a weekly basis. The jobsites will be selected at random and there will be no advance notice to our employees prior to the inspection. A Loss Control Survey Report will be prepared and made available for review within ten (10) days of the site visit. All deficiencies noted and recommendations made will be placed on the agenda for our next monthly Safety Meeting. Appendix F should be used to document findings from weekly random complete worksite inspections. In addition, once a month the Safety and Health Committee shall randomly inspect one or more jobs and record results via Appendix F.

#### **XIV. Annual Evaluation**

The Safety & Health Committee will review this Safety & Health Program annually. Each section will be analyzed and revised as required to ensure that each RoofConnect member company maintains the most comprehensive and detailed Safety & Health Program in the roofing industry while incorporating all of our customer Safety & Health requirements into our program. The annual evaluation shall be documented and proposed changes shall be assigned action dates to be incorporated into the field if this has yet to be done.

## Appendix A

### Accident Investigation Report Form

Note: Project Manager is responsible for tracking report to completion. Cause and corrective action must be completed within 7 days of accident. Corrective action shall then be incorporated into Safety & Health Program

Date of Accident: \_\_\_\_\_ Time: \_\_\_\_\_ Date Reported: \_\_\_\_\_  
Name of Injured: \_\_\_\_\_ Age: \_\_\_\_\_  
Job Title: \_\_\_\_\_ Experience (yrs, mos.): \_\_\_\_\_ Job# \_\_\_\_\_  
Sex: \_\_\_\_\_ Social Security #: \_\_\_\_\_ Project Manager \_\_\_\_\_

Location of Accident: \_\_\_\_\_

Employee Death? \_\_\_\_\_

Person Treating Injury: \_\_\_\_\_

Did the Injury Result in Lost Time? \_\_\_\_\_

Did the Injury Result in Restricted Duty? \_\_\_\_\_

Injury Type: \_\_\_\_\_

Source of Injury: \_\_\_\_\_

Nature of Injury: \_\_\_\_\_

Part of Body: \_\_\_\_\_

Property/Equipment/Material Damaged: \_\_\_\_\_

Nature of Damage: \_\_\_\_\_

Source of Damage: \_\_\_\_\_

Description: (Who, What, Why, Where, When, and How Accident Happened): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Use additional sheets if necessary)

Cause of Accident: \_\_\_\_\_

\_\_\_\_\_

(Use additional sheets if necessary)

Corrective Action: \_\_\_\_\_

\_\_\_\_\_

(Use additional sheets if necessary)

## **Appendix B**

### **RESPIRATORY PROTECTION PROGRAM**

## **I. OBJECTIVE:**

The objective of this document is to meet the OSHA General Industry Standard for respiratory protection 29 CFR 1910.1334.

The guidelines in this program are designed to help reduce employee exposures against occupational disease caused by breathing air contaminated with harmful dusts, fogs, fumes, mists, gasses, smokes, sprays or vapors. The primary objective is to prevent excessive exposures to these contaminants by use of engineering or administrative controls.

When effective engineering controls are not feasible, appropriate respirators shall be provided by the RoofConnect member company. This program covers the minimal respiratory protection requirements outlined in OSHA 1910.134. Additional components to this program may be necessary depending upon each customer's work operations, policies and procedures.

## **II. RESPONSIBILITIES:**

It is the responsibility of each member contractor's superintendents to determine the specific applications that require use of respiratory equipment. If there are any doubts or questions they should be brought to the attention of the company Safety Coordinator.

Member contractors will provide the proper respiratory equipment to meet the needs of each specific application. Member contractors will provide the each employee adequate training and instruction in the proper use of respirators and their limitations when required. Member contractors' safety coordinators have overall responsibility for implementation of this Respiratory Protection Program.

Member contractors' superintendents and foremen are responsible for ensuring that all personnel under their control are completely knowledgeable of the respiratory protection requirements for the areas in which they work. Member contractors' superintendents shall ensure that employees are complying with all requirements of this program.

It is the responsibility of the each employee to have an awareness of the respiratory protection requirements for their work areas (as explained by management.). Employees are responsible for wearing the appropriate respiratory equipment according to proper instructions and for maintaining the equipment in a clean and operable condition.

Employees shall guard the respirator against damage and promptly report any malfunction of the respirator to their superintendent. Employees shall inspect and test the respirator before use. Employees are required to test the respirator each time before using by performing a Positive or Negative Pressure Test, or by following the manufacturer's face piece fitting instructions.

Voluntary use of a NIOSH-approved disposable dust mask or mist respirator may be used only for nuisance dusts in concentrations below OSHA or the American Conference of Governmental Industrial Hygienists exposure limits. All aspects of this respiratory protection program will be followed.

4.2.6.1 A copy of Appendix D of 29 CFR 1910.134 "Information for Employees Using Respirators When Not Required Under the Standard" will be given to employees when voluntary use of NIOSH – approved disposable respirator is used.



### **III. WORK AREA AND EMPLOYEE MEDICAL MONITORING:**

Work area monitoring should be conducted on a periodic basis to provide a continuing healthful environment for employees. Personal sampling equipment may be used in accordance with accepted industrial hygiene standards to sample each work area. Results of these samples will pinpoint areas where respiratory protection is required.

Appropriate surveillance of work area conditions and degrees of employee exposure or stress, will be maintained by the member contractor. RoofConnect member contractors will conduct yearly inspections and evaluations of this respiratory protection program to determine the continued effectiveness.

### **IV. EMPLOYEE MEDICAL MONITORING:**

Employees should not be assigned to tasks requiring the use of respirators unless it has been determined that they are physically able to perform the work and use the equipment.

Each employee shall complete a Medical History Questionnaire and a Pulmonary Function Test (PFT). The PFT shall be conducted by a qualified person. (See attachment.)

The PFT via a spirometer shall be conducted annually for each employee required to wear a respirator. The test shall measure Forced Vital Capacity (FVC) and Forced Expired Volume at one (1) second (FEV). These values will be compared against predicted values based on the employee's sex, age, race and height, see attachment.

The CP shall determine the acceptable FVC and FEV levels that must be achieved before an employee can be issued a respirator. The CP or his designee shall review all medical questionnaire and PFT's. If any employee does not meet the PFT criteria, he shall not be issued a respirator unless it has been determined by the consulting physician or a higher medical authority (HMA) that the employee can wear a respirator. This must be by written approval of the HMA and this approval shall be kept in the employee's file.

### **V. RESPIRATOR SELECTION:**

Proper selection of respirators shall be made according to the guidance of American National Standard Practices for Respiratory Protection Z88.2-1969. Respiratory selection shall be determined by each member company and based upon the physical and chemical properties of the air contaminants and the concentration level likely to be encountered by the employee.

Only respirators approved by national Institute of Safety and Health (NIOSH) and Mine Safety and Health Administration (MSHA) shall be issued by the employer. Member contractors shall provide a respirator to each employee who is placed in a job that requires respiratory protection.

### **VI. EMPLOYEE TRAINING AND EMERGENCY RESPIRATORY EQUIPMENT:**

Each employee, upon assignment to an area requiring respirators, will be instructed by the superintendent regarding their responsibilities in the respiratory program. Additional training shall also be given by qualified instructors. This training will cover respiratory protection requirements, use limitations and care of their respirators. No employees shall be issued a respirator unless they received proper training in its use.

## **VII. EMERGENCY RESPIRATORY EQUIPMENT:**

Self-contained breathing apparatus (SCBA) may be required in specific areas for emergency use. This equipment shall be only used by trained personnel when it is necessary to enter hazardous atmosphere. All potential users shall be fully trained in the use of this equipment. If possible, the equipment should be tested in an uncontaminated atmosphere prior to entering the hazardous area.

No employee shall work in SCBA in a hazardous atmosphere on an individual basis. At least one additional employee, suitably equipped with a similar breathing apparatus, must be in contact with first employee to render assistance if necessary. This equipment shall be inspected monthly by trained personnel with the inspection and maintenance information recorded in a log book documenting the inspection.

## **VIII. EMPLOYEE FIT TESTING:**

Employees required to wear a respirator must be fitted properly and tested for a face seal prior to use of the respirator in a contaminated area. The manufacturer's fitting instructions and use limitations of the respirator shall be followed.

Respirators shall not be worn when conditions prevent a good face seal. Facial hair in the form of beards, sideburns and stubble that prevents a good seal of the respirator shall not be permitted on employees required to wear respirators. Other conditions that may cause a poor respirator seal such as skull caps that project under the face piece, or temple pieces on glasses are not permitted by employees required to wear respirators. As a temporary measure, glasses with short temple bars or without temple bars may be taped to the wearer's head. Wearing of contact lenses in contaminated atmospheres with a respirator shall not be allowed. If corrective spectacles or goggles are required, they shall be worn so as not to affect the fit of the face piece.

Superintendents shall conduct periodic checks of employees required to wear respiratory equipment to ensure they are achieving a good face to respirator seal.

## **IX. POSITIVE AND NEGATIVE PRESSURE TESTS:**

To assure proper respiratory protection, the wearer shall conduct a positive or negative pressure test before each use involving the following procedure:

- a) Positive Pressure Test - Close the exhalation valve and exhale gently into the face piece. The face fit is considered satisfactory when a slight positive pressure can be built up inside the face piece without an outward leakage of air at the seal.
- b) Negative Pressure Test - Close off the inlet opening of the canister or cartridge by covering with the palm of the hand. Inhale gently so that the face piece collapses slightly and hold your breath for ten seconds. If the face piece stays slightly collapsed and no inward leakage of air is detected, the seal is satisfactory.

## **X. QUANTITATIVE FIT TESTING:**

Employees required to wear negative pressure non-powered air-purifying respirators shall be quantitatively fit tested in accordance with the OSHA Quantitative Fit Test Procedures.

Superintendents complete the Respirator Fit Test Request Form before an employee can be fit tested. Superintendent shall specify the level of fit testing required and the primary or alternative respirator in which the employee will be fit tested, see attachment.

Each employee should complete the medical evaluation and respirator training before quantitative fit testing will begin. All employees shall be quantitatively fit tested on an annual basis except those employees exposed to asbestos or acrylonitrile (AN), in which case fit testing shall be done at least every six months.

Only qualified personnel shall perform the quantitative fit test. A record of the results shall be maintained and kept in the employee's file. Fit factor ratios necessary to ensure a proper respirator to face seal and level of protection shall be in accordance with OSHA standards, or the manufacturer's recommendations.

If an employee can not achieve a fit with the respirator chosen, another respirator of a different brand shall be tried. If it is determined that the employee can not obtain an adequate fit or face seal with the second respirator, a powered air purifying or air supplied respirator may be required.

## **XI. QUALITATIVE FIT TESTING:**

If a respirator cannot be quantitatively fit tested (i.e. disposable dust mask.), a qualitative fit test shall be performed. Qualitative fit tests shall be in accordance with OSHA Qualitative Fit Test protocols. Qualitative fit test shall be conducted on an annual basis unless otherwise noted.

## **XII. RESPIRATOR INSPECTION AND MAINTENANCE:**

Each employee wearing a respirator shall inspect his/her respirator daily or before each use. Respirators that are defective in any way shall be returned by the employee to his/her superintendent before use and a new respirator shall be issued.

Superintendents shall periodically spot check respirators for fit, usage, condition and proper maintenance. Respirators that are not routinely used, but kept ready for emergency use, shall be inspected after each use and at least monthly to assure that they are in satisfactory working condition.

SCBA shall be inspected monthly and a written inspection log shall be maintained by each RoofConnect member company. Air and oxygen cylinders shall be fully charged according to manufacturer's instructions and it shall be determined that the regulator and warning devices function properly.

Respirator inspection shall include a check of the tightness of connections and the condition of the face piece, headbands, valves, connecting tubes and canisters. Rubber or elastomeric parts shall be inspected for pliability and signs of deterioration. Routinely used respirators shall be collected, cleaned and disinfected as frequently as necessary to ensure that proper protection is provided for the wearer.

Replacement of the air purifying elements for protection against dusts, mists, fumes or vapors will vary with the concentration and nature of the contaminant. The filter shall be replaced daily as defined by the OSHA standards (i.e. benzene, asbestos). If inhalation becomes difficult due to plugging of the filter, or if chemical breakthrough of the cartridge is detected by the wearer of the respirator.

Member companies shall use disposable respirators. Only employees trained in the proper care and maintenance of respirators shall perform cleaning, inspection, servicing and repair of the respirators. No attempt shall be made to replace components or make adjustments or repairs beyond the manufacturer's recommendations. After inspection, cleaning and necessary repair, respirators shall be stored to protect against dust, sunlight, heat, extreme cold, excessive moisture or damaging chemicals.

## **XIII. Respirator Issuance and Training Card:**

Employees who meet the medical, physical and fit testing requirements outlined in this program shall be issued a Respiratory Protection Card.

#### **XIV. Recordkeeping and Access to Medical Records:**

Each member company shall maintain the required documentation outlined in this program for each employee who has been issued a Respiratory Protection Card. These records will include the following: medical questionnaire, pulmonary function test results, quantitative/qualitative fit test results, and training documentation.

The Respiratory Protection Card shall be valid for a one year period with the exception of employees working with asbestos in which case the card shall be issued for a six month period. Employees can only wear the respirators in which they have been fit tested and trained in its use.

#### **XV. Access to Medical Records:**

Each member company shall maintain the medical records of employees. These records shall include the PFT and the quantitative fit test results. Employees shall be notified of their right to access these medical records by signing the Notification/Release of Medical Records Form see attachment.

Each member company shall maintain a copy of the Notification/Release of Medical Records Form in the employee's file. Employees shall receive a copy of the Notification/Release of Medical Records Form informing him of his right to access his medical records per OSHA Standard 29CFR1910.20 "Access to Employee Exposure and Medical Records." A written request by the employee must be submitted before medical records will be released. Verbal approval will not be permitted.

XVI

***Report Of Medical Examination***  
**(To Be Completed by Examiner)**

**CLINICAL EVALUATION**

**Normal Abnormal** (Check each item in appropriate column, enter "NE" if not evaluated)

_____	_____	<b>Head, Face, Neck</b>
_____	_____	<b>Nose</b>
_____	_____	<b>Sinuses</b>
_____	_____	<b>Mouth &amp; Throat</b>
_____	_____	<b>Ear-General</b>
_____	_____	<b>Drums (Perforation)</b>
_____	_____	<b>Lungs and Chest</b>
_____	_____	<b>Heart</b>
_____	_____	<b>Vascular System</b>

**Notes: (Describe every abnormality in detail)**

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**Spiro meter Reading:** \_\_\_\_\_

**Pulse Rate:** \_\_\_\_\_

**Blood Pressure, S-** \_\_\_\_\_

**D-** \_\_\_\_\_

**Weight:** \_\_\_\_\_

**Height:** \_\_\_\_\_

**Summary of Defects and Diagnoses:**

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Recommendation- Further Specialist Examinations Indicated

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**Typed or Printed Name of Examiner:**

\_\_\_\_\_  
**Signature:**

**Examine (check):**

\_\_\_\_\_ is medically qualified to wear a respirator

\_\_\_\_\_ is NOT medically qualified to wear a respirator

**Typed or Printed Name of Physician:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

***Report of Medical History***

**(This information is for official and medically confidential use only and will not be Released to unauthorized persons)**

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**Last Name-First Name-Middle Name:**

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**Home Address (No. Street or RFD, City or Town, State and Zip Code)**

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**Social Security Number**

**Date of Birth**

**Age**

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**Contractor**

**Purpose of Examination: Evaluate Ability to Wear Respirator**

**Examining Facility:** \_\_\_\_\_

**Date of Examination:** \_\_\_\_\_

**Statement of Examinee's Present Health and Medications Currently Used.  
(Follow by description of past history, if complaint exists)**

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### Respiratory Protection Program Medical Evaluation Criteria

The following levels of pulmonary function required for employees to use a respiratory apparatus.

**FEV1 > 75% and FVC > 70% acceptable**

-----  
FVC

**FEV1 - 75% to 60% and/or FEV1 - 70% to 55% borderline**

-----  
FVC

**FEV1 < 60% and/or FEV1 < 55% rejected**

-----  
FVC

Any employee with a borderline result must have written authorization from a licensed physician for permission to wear a respiratory apparatus.

A pulmonary function test and medical evaluation has been conducted on

\_\_\_\_\_  
Employee name

\_\_\_\_\_  
Social security number

Using the above criteria, the following evaluation has been made concerning the employee's ability to wear a respirator.

Check One

\_\_\_\_\_ **Acceptable. The employee has been medically evaluated and the Pulmonary function test shows a test result in the acceptable range. The employee is medically qualified to wear a respirator.**

\_\_\_\_\_ **Borderline Acceptable. The employee has been medically evaluated and The pulmonary function test shows a test result in the borderline range. Further medical evaluation, testing and analysis of work activities has Determined that the employee CAN NOT wear a respirator.**

\_\_\_\_\_ **Rejectable. The employee has been medically evaluated and the Pulmonary function test shows a result in the rejectable range. The Employee IS NOT medically qualified to wear a respirator.**

As Medical Advisor, I have reviewed the medical evaluation and pulmonary function test of the above listed employee. The employee is (circle one) **Medically qualified/NOT MEDICALLY QUALIFIED** to wear a respirator.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Medical Advisor

DATE: \_\_\_\_\_

### RESPIRATOR FIT TEST REQUEST FORM

EMPLOYEE NAME: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

CRAFT OF EMPLOYEE BEING FITTED: \_\_\_\_\_

#### FIT TEST PROTOCOL

- \_\_\_\_\_ Level 1 - Meets the OSHA requirements for asbestos fit testing.  
Also meets and exceeds the requirements of the benzene, formaldehyde and acrylonitrile standards.  
Must be conducted every 6 months.  
Time - Approximately 30 minutes per respirator.
  
- \_\_\_\_\_ Level 2 - Meets the OSHA requirements for benzene and formaldehyde standards.  
Time - Approximately 30 minutes per respirator.
  
- \_\_\_\_\_ Level 3 - Meets the OSHA requirements for the acrylonitrile standard.  
Conducted every 6 months.  
Time - Approximately 10 minutes per respirator.
  
- \_\_\_\_\_ Level 4 - Meets the requirements of the OSHA respiratory protection standard for basic fit testing.  
Conducted annually.  
Time - Approximately 10 minutes per respiratory.



### RESPIRATOR(S) REQUIRING FIT TESTING

Please circle primary respirator(s) you require for employee fit testing. In the event the employee cannot obtain a satisfactory respiratory fit on the primary mask circled, please choose an alternate respirator from the list below:

PRIMARY:

AO 5 STAR HALF MASK (RUBBER)	3M 5000 DISPOSABLE HALF MASK	NORTH 7700 HALF MASK (SILICONE)
AO 7 STAR FULL FACE (RUBBER)	3M 7800 FULL FACE (SILICONE)	NORTH 7600 FULL FACE (SILICONE)

ALTERNATE:

AO 5 STAR HALF MASK (RUBBER)	3M 5000 DISPOSABLE HALF MASK	NORTH 7700 HALF MASK (SILICONE)
AO 7 STAR FULL FACE (RUBBER)	3M 7800 FULL FACE (SILICONE)	NORTH 7600 FULL FACE (SILICONE)

Employees must be clean shave (no more than 1/8" facial hair in sealing are of respirator) on day of test.

AUTHORIZED BY: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

## **Appendix C**

# **HAZARD COMMUNICATION PROGRAM**

## **GENERAL OVERVIEW**

RoofConnect member contractors are committed to providing each of our employees a safe and healthy work environment. This commitment is a matter of company policy as well as congressional action.

To comply with OSHA Hazard Communication Regulation CRF 1926.21 (b) (3) and Hazard Communications Final Rule dated August 24, 1987, CRF 1926.59 and CFR 1910.1200, if applicable, RoofConnect member contractors have implemented the detailed Hazard Communication Program outlined herein.

## **HAZARD DETERMINATION**

- A. The initial hazard determination is coordinated by, the Project Manager with the assistance of the Project Superintendent.
- B. Any substance listed in 29 CFR 1910, Subpart Z, Toxic and Hazardous Substances; The American Conference of Governmental Industrial Hygienists' (ACGIH), Threshold Limit Values for Chemical Substances and Physical Agents in the Work Environment; the National Toxicology Programs (NTP), the Annual Report on Carcinogens; or the International Agency for Research on Cancers (IARC), Monographs will be considered a health or physical hazard, and therefore hazardous.
- C. Furthermore, any substance otherwise known to be hazardous, is included in our Hazard Communication Program.
- D. Every hazardous substance known to be present in the workplace will be listed on the Hazardous Chemical Inventory. The Project Manager is responsible for coordinating and maintaining the list.
- E. The identity of the substance appearing on the Hazardous Chemicals Inventory will be the same name that appears on the manufacturer's label, in-house, and the MSDS for that substance.
- F. The Hazardous Chemical Inventory will serve as an index to the MSDS files.
- G. Any hazardous, non-routine task will be evaluated by the Project Manager or the Project Superintendent. Proper action and/or protection shall be initiated to inform the employee performing the task and to minimize the danger to the employee. This action and/or protection shall be determined by the non-routine task.

## **CONTAINER LABELING**

- A. RoofConnect member contractors will rely on manufacturer applied labels whenever possible, and will ensure that these labels are maintained.
- B. All labels will have at least the following information:
  - Identity of hazardous chemical(s)
  - Appropriate hazard warning.
  - Name and address of the chemical manufacturer, importer, or other responsible party.
- C. The Project Manager is responsible for maintaining labeling compliance, including assuring label information is correct.
- D. Any container not properly labeled shall be brought to the attention of the Project Manager for labeling or disposal.
- E. No unmarked containers of any size are to be left in the work area unattended.

## **MATERIAL DATA SAFETY SHEETS**

- A. Material Safety Data Sheets (MSDS) containing the information required by the Hazard Communications Standards will be kept for each substance listed on the Hazardous Chemical Inventory. The MSDS will be the most current one supplied by the chemical manufacturer, importer or distributor. You have the right to view these. The Project Manager is responsible for obtaining and maintaining the file of MSDS at the corporate office.
- B. The MSDS are readily accessible to employees at the jobsite. The Project Superintendent or Foreman will maintain the field file of MSDS.
- C. Material Safety Data Sheet training will be accomplished through monthly safety meetings.
- D. It is our corporate policy not to use a hazardous chemical for which no MSDS has been received.

## **EMPLOYEE INFORMATION AND TRAINING PROGRAM**

- A. All employees including temporary employees, working with or potentially exposed to hazardous chemicals or situations will be appropriately informed and trained per 1910.1200 (h) concerning the potential hazards of the chemicals or situations to which they may be exposed.
- B. All employees will be informed of the details of the Hazard Communication Program including an explanation of the labeling system and the material safety data sheets, and how employees can use the appropriate hazard information. The Project Manager is responsible for the overall coordination of the training program.
- C. We will provide employees with training when new hazardous chemicals are introduced and added to the Chemical Inventory List, or before non-routine tasks are to be performed that could involve exposure to hazardous chemicals or situations.
- D. Reinforcement of training will be conducted through topics at safety meetings, as appropriate.
- E. The extent of information transmitted to employees during training sessions will be dictated by degree of hazard presented by the chemicals. The applicable MSDS, the text of the OSHA Hazard Communication Standard (1910.1200), the inventory of hazardous chemicals, and this written program will be used as sources of information during the training sessions.
- F. Review of safe work procedures and use of protective equipment will be conducted prior to the start of hazardous non-routine tasks. Where necessary, areas will be posted to indicate the nature of the hazard involved.
- G. Any employee not adhering to or found in violation of protective equipment requirements may be subject to disciplinary action up to and including discharge.
- H. Any incident of over exposure or spill of a hazardous chemical/substance must be reported to the Project Superintendent or Project Manager at once. The foreman or immediate supervisor will be responsible for insuring that proper emergency response actions are taken.
- I. Upon completion of training, each employee will acknowledge having received such training by signing a form similar in context to Exhibit "A" attached hereto. The instructor is also required to sign this acknowledgment.
- J. We cannot force any individual to sign anything. If the individual refuses to sign the acknowledgment in Item I, the instructor will indicate to that effect and have a witness acknowledge the refusal.
- K. From time to time, we may be required to train an individual who cannot understand English very well or does not possess good reading skills. If at all possible, we will attempt to have someone interpret for the non-English speaking person. Where an individual cannot read, we will endeavor to teach through color coding or use of symbols which will be thoroughly explained.

## **INFORMING OTHER EMPLOYEES**

- A. Other on site employers are required to adhere to the provisions of the Hazard Communications Standard. If these employers are under direct contact with any RoofConnect member company, their contract may contain provisions regarding compliance of these Standards.
- B. Outside contractors must be provided with all necessary information concerning the potential hazards of the substances to which they may be exposed and appropriate protective measures required to minimize their exposure. An exchange of information will take place as agreed upon by all parties at the site.
- C. Whenever possible, the contractor shall be provided with a list of the hazardous chemicals and the material safety data sheets for the materials their employees will be using in the course of their work in our area.
- D. Employers will be responsible for providing necessary information and training to their own employees.
- E. Other on site employers will be provided with a copy of each member contractor's Hazard Communications Program.

## **OSHA CHECKLIST FOR HAZARD COMMUNICATION STANDARD**

Requirements of the standard  
Effective Date-May 24, 1988

The Occupational Safety and Health Administration requires many non-manufacturing employers to meet the requirements of the expanded Hazard Communication Standard - 29 CR. 1910.1200. This checklist is designed to help RoofConnect member contractors to comply with the requirements of this Standard. The "SITE SPECIFIC" program may be modified, if necessary, to include unique conditions provided the modifications fall within guidelines of this checklist. Any modified program must be noted as such and distributed to all having copies of the original program.

### **A. Hazard Communication Program**

- 1. Develop, implement and maintain a written hazard communication program. 1910.1200 (e)
- 2. Describe potential hazards of chemicals. 1910.1200 (a) (2)
- 3. Describe proper labeling of containers. 1910.1200 (f)
- 4. Provide a list of all hazardous chemicals for exposed employees. 1910.1200 (b) (1)(I)
- 5. Provisions for collecting and maintaining material safety data sheets. 1910.1200 (b) (ii)
- 6. Describe company's employee information and training program. 1910.1200 (e) (4)
- 7. Procedures for informing outside contractors of hazardous substances. 1910.1200 (e) (2)
- 8. Complete written program is available to employees upon request. 1910.1200 (e) (2)

### **B. Labels and Other Forms of Warning**

- 1. Hazardous chemical containers properly labeled. 1910.1200 (f) (5)
- 2. All labels are legible and in English. 1910.1200 (f) (9)

3. Label shows hazard warnings appropriate for employee protection. 1910.1200 (f) (4)
4. No labels defaced or removed from containers of hazardous chemicals. 1910.1200 (f) (8)
5. Requirements for unlabeled portable containers met. 1910.1200 (f) (7)

C. Material Safety Data Sheets (MSDS)

1. Employer must have a material safety data sheet for each hazardous chemical used. 1910.1200 (g) (1)
2. MSDS are readily accessible in work area throughout each work shift. 1910.1200 (g) (10)
3. Procedures if MSDS is not provided with a shipment of hazardous chemicals. 1910.1200 (g) (10)
4. Maintaining current MSDS files. 1910.1200 (g) (8)
5. One central location of MSDS where employees must travel between workplaces. 1910.1200 (9) (9)
6. Obtaining MSDS from retail (i.e., hardware store) distributors who sell hazardous chemicals to commercial customers. 1910.1200 (g) (7)

D. Employee Information and Training

1. Employer must have an information and training program. 1910.1200 (h)
2. Provisions for informing employees about OSHA Standard. 1910.1200 (h) (I)
3. Departments where hazardous substances are present. 1910.1200 (h) (1) (I)
4. Location and availability of written hazard communication program. 1910.1200 (h) (1) (I)

E. Information to be included in an Employee Training Program

1. Methods and observations that may be used to detect the presence of hazardous materials. 1910.1200 (h) (2) (I)
2. Measures employees can take to protect themselves from these hazards. 1910.1200 (h) (2) (iii)
3. Physical and health hazards of chemicals in the workplace. 1910.1200 (h) (2) (ii)
4. Emergency procedures for accidental exposure. 191.1200 (h) (2) (iv)
5. How to read labels to determine hazards. 1910.1200 (h) (2) (iv)
6. How to read and understand each section of the MSDS. 1910.1200 (h) (2) (iv)
7. Training done at the time of the employee's initial assignment. 1910.1200 (h)

8. How to obtain the correct MSS for the hazardous substance. 1910.1200 (h) (2) (iv)
9. Proper use of personal protective equipment. 1910.1200 (h) (2) (iii)
10. Updated training whenever a new chemical hazard is introduced. 1910.1200 (h)
11. Specific work procedures that the employer has implemented to protect employees. 1910.1200 (h) (2) (iii)
12. Updated training when significant changes in chemical hazards occur. 1910.1200 (g) (5)

## Hazard Communication Training Certificate

### Employee Participation Sheet

I, \_\_\_\_\_ hereby certify that I have received a written and verbal explanation of the company's Hazard Communication Program.

I understand that I access to a list of hazardous chemicals and material safety data sheets (MSDSs) used in the work area. In addition, my employer has produced a comprehensive Hazard Communication Program and has made available to me the following:

1. A copy of the written Hazard Communication Program.
2. Employee training.
3. How I can access material safety data sheets and a list of hazardous chemicals used in the workplace, and where they are located.
4. Information regarding labeling of hazardous chemicals used in the workplace, and how to protect myself.

I understand that there is a designated company employee responsible for maintenance of the Hazard Communication Program, and I may contact that individual if I need further information.

(Employee Signature) \_\_\_\_\_

(Date) \_\_\_\_\_

(Social Security Number) \_\_\_\_\_

I hereby certify that the above named employee has been provided with Hazard Communication Training on

(Instructor Signature) \_\_\_\_\_



## **ACCESS TO EMPLOYEE EXPOSURE AND MEDICAL RECORDS STATEMENT**

Pursuant to the occupational safety & health administration standard, (1910.20), RoofConnect member contractors are required to make available to its employees:

- A. Employee exposure records relevant to exposure of toxic substances or harmful physical agents.
- B. Employee medical records pertaining to toxic substances and harmful physical agents.
- C. A copy of the 1910.20 OSHA Standard and its appendices and any other informational materials concerning this standard.

Records required by OSHA Standards, other regulatory agencies or by RoofConnect member contractor policies exist and are maintained at various locations (at the jobsites, by the project superintendent; at the contractor office by the Vice President of Operations).

These confidential records are available to the employee or his designated representative provided access conditions are met.

## **Appendix D**

### **Disciplinary Program**

This program applies to all employees, no exceptions.

RoofConnect member contractors are committed to providing a safe workplace for all of our employees. Failure to abide by the Safety & Health Program along with various other basic rules, (such as showing up to work on time, drug abuse, etc.), potentially places fellow employees in dangerous conditions or the company as a whole in the “dog house” with our customers. Hence, member contractors have developed this Disciplinary Program to try to minimize these occurrences.

All violations of the Safety & Health Program and other basic rules will result in written documentation that will be placed in the employee’s company file. Violations will result in disciplinary action ranging from a written and verbal warning to termination. Because each individual and situation is unique, each case will be handled separately. Obviously, knowingly violating rules and regulations will result in severe disciplinary action.

All Safety & Health Program violations shall be discussed at the following monthly safety meeting.

All disciplinary action will be reviewed by upper management and modified as necessary. Employees are allowed to appeal disciplinary action to upper management.

## APPENDIX E

### Annual Safety & Health Review

Date: \_\_\_\_\_

Employee Name: \_\_\_\_\_ Position: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Year History: (List all incidents/accidents directly or indirectly related to this employee, i.e. a project manager would have all incidents/accidents that occurred on his jobs listed.): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Use additional sheets if necessary)

Reviewer Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Use additional sheets if necessary)

Rating: ( 1 - 10, with 10 being the best) \_\_\_\_\_

Reviewer: \_\_\_\_\_

Reviewer Signature: \_\_\_\_\_

Employee Signature: (Employee signature does not indicate that the employee agrees with his/her rating and comments but that they have read and understood the comments and rating.)

\_\_\_\_\_

Employee Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Use additional sheets if necessary)



## Appendix G

### Disciplinary Action Form

Date: \_\_\_\_\_

Employee Name: \_\_\_\_\_ Position: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Project #: (If Applicable) \_\_\_\_\_ Supervisors Name: \_\_\_\_\_

Location: \_\_\_\_\_

Disciplinary Action Handed Out: \_\_\_\_\_

\_\_\_\_\_

(Use additional sheets if necessary)

Describe Why Action Was Required: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Use additional sheets if necessary)

Was This A Repeat Offense? \_\_\_\_\_

Employee Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Use additional sheets if necessary)

Supervisor Signature: \_\_\_\_\_

Employee Signature: (Employee signature does not indicate that the employee agrees with the disciplinary action but simply that he/she understand that they are receiving disciplinary action)

\_\_\_\_\_

Mgmt Review + Approval Signature: (Required within 48 hrs of Action) \_\_\_\_\_



## **Appendix J**

### **Contractor Selection**

RoofConnect member contractors are committed to providing both our employees and customers with the safest worksite possible. This being the case, RoofConnect member contractors are committed to holding our contractors to the same safety and health requirements as we hold ourselves to. Contractors shall submit a copy of their Safety & Health Program to MRI for approval.

The primary selection criteria for all contractors shall be the ability to meet all of RoofConnect member contractors' safety & health requirements as documented in the Safety & Health Program. Failure to meet these requirements shall eliminate a contractor from the contractor selection list.

All contractors shall be required to thoroughly read and understand the Safety & Health Program. All contractors are required to attend all member contractor's and customer job worksite safety & health meetings for the jobs on which they are working.

Failure to abide by the Safety & Health Program and/or failure to attend required customer and worksite related meetings shall result in the contractor being dismissed from the job and the contractor being removed from the Contractor selection list.

## APPENDIX K

### Safety & Health Orientation Outline For New Employees

Date: \_\_\_\_\_

Employee: \_\_\_\_\_ SS#: \_\_\_\_\_

Superintendent: \_\_\_\_\_

(Place a copy of this form in employees file.)

Superintendents are to cover the following items with all new employees prior to putting new employee to work. Superintendent should verbally question new employee to make sure new employee understands safety & health issues.

Discuss the Following. (Use the Comprehensive Safety & Health Program as a guide and give a copy to the new employee. Check each item after it is discussed and question employee to verify understanding.) :

- 1) Safety & Health Policy Statement, Mission and Objectives.
- 2) General Safety & Health Guidelines.
- 3) General Roofing Safety Guidelines.
- 4) Environmental Issues.
- 5) Location and How to Properly Use MSDS Sheets.
- 6) Accident/Incident & Emergency Controls.
- 7) Personal Protective Equipment.
- 8) Fall Protection.
- 9) Ladder & Scaffolds.
- 10) Electrical Safety.
- 11) Fire Protection.
- 12) Equipment & Machinery Safety.

Superintendent to sign only if new employee is deemed to have understood orientation.

\_\_\_\_\_  
Superintendent Signature

\_\_\_\_\_  
New Employee Signature



## APPENDIX L

### Safety & Health Training Program (Outline/Record For All Employees)

The purpose of this Safety & Health Training Program outline is to maintain a record of the training obtained by each employee.

Employee Name: \_\_\_\_\_ SS#: \_\_\_\_\_

Hiring Date: \_\_\_\_\_

Safety & Health Orientation Program Completion Date: \_\_\_\_\_

Successful Completion of (3) Month Probation: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Foreman Trained Under: \_\_\_\_\_

Foreman  
Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Foreman Signature: \_\_\_\_\_

Is an additional duration of probation required: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Customer Training Programs Completed and Expiration Dates:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Yearly Completion of Crew Training Re-Orientation, (Note Date, Crew Foreman, and Superintendent instructing Re-Orientation)

(Use additional Sheets as Required)

## Appendix M

### Safety Audit

Date: \_\_\_\_\_  
Job #: \_\_\_\_\_  
Job Name/Location: \_\_\_\_\_  
Safety Inspector: \_\_\_\_\_

-----  
Job Superintendent: \_\_\_\_\_  
Job Foremen: \_\_\_\_\_  
Crew Members: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Weather Forecast? \_\_\_\_\_  
Proper PPE Being Used? \_\_\_\_\_  
Proper Customer Permits Pulled? \_\_\_\_\_  
Equipment/Tools Properly Used? \_\_\_\_\_  
Fall Protection Properly Installed? \_\_\_\_\_  
Equipment in Proper Condition? \_\_\_\_\_  
Danger Areas Protected? \_\_\_\_\_  
Customer Emergency Procedures Understood? \_\_\_\_\_  
Employees Able To Obtain Proper Haz-Com Info? \_\_\_\_\_  
Workplace Clean And Hazard Free? \_\_\_\_\_  
Are Employees Performing Assigned Duties? \_\_\_\_\_  
Are Fire Extinguisher(s) On Jobsite? \_\_\_\_\_  
Any Noticeable Ways To Enhance Safety or Any Violations of Customer/OSHA/RoofConnect member  
Safety Regulations Observed? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signatures:

\_\_\_\_\_  
Safety Inspector

\_\_\_\_\_  
Job Foreman/Sup.

\_\_\_\_\_  
Job Foreman/Sup.

## **HIRING PRACTICES & POLICIES**

## **Hiring Practices and Policies:**

- 1) All new employees that will be driving company vehicles will sign a written release sent to the Department of Public Safety for the purpose of obtaining his/her driving record and evaluating their eligibility to operate company vehicles.
- 2) All new employees will be required to sign the Worker' Compensation Commission, also known as the Prospective Employment Authorization and Certification form. This information is to be requested only after a conditional offer of employment has been made, and in no way is designed to be discriminatory, regardless of disability.
- 3) All new employees will be appropriately informed and trained as to the hazards inherent to industry. This will include review of our Hazard Communications Program, MSDS lists, hazardous chemicals and container labeling. Upon completion of training, the employee and the instructor will both sign an Employee Participation Sheet to certify and acknowledge such training.
- 4) All new employees will be issued a hard hat, safety glasses and leather gloves. This safety equipment is to be used on all projects without exception. The employee will be responsible for replacing damaged safety equipment due to neglect or abuse.
- 5) All new employees will be required to wear yellow hard hats for the first 90 days of employment. This will help identify new hires on our projects and alert experienced personnel to monitor work habits of our new employees very closely, until they become more acclimated with our policies and programs.
- 6) Determination of employment will be based solely on ability to perform required work for which applicant is applying. No discrimination will be tolerated for race, sex, sexual orientation or disability. Discrimination by any hiring authority for the above cases shall result in that employee being terminated immediately.
- 7) Many customers require our employees to be able to both read and write English. Hence the ability to read and write English may be a factor in hiring.

## **DRUG & ALCOHOL ABUSE PROGRAM**

## **Purpose:**

To help insure a safe, healthy, and productive work environment for the employees of RoofConnect member contractors and others, on work sites or company property. To protect company property and to insure efficient operations, RoofConnect member contractors have adopted a policy of maintaining a work place free of drugs and alcohol abuse. This policy restricts certain items and substances from being brought on, or being present on company premises or work sites. In addition this policy restricts employees from reporting to work or working with measurable levels of illegal and nonprescription drugs, alcohol and other controlled substances which affect the employee's ability to perform work safely.

Employees under the influence of drugs or alcohol on the jobs pose serious safety and health risks not only to the user, but also to all those who surround or come in contact with the user. Therefore, RoofConnect requires the full cooperation of every employee in implementing this policy.

Any current employee who feels that he or she has a drug or alcohol related problem is encouraged to seek professional help. Any employee voluntarily seeking such help will be referred to professional assistance by the company and such action by an employee shall be kept strictly confidential.

## **Rules:**

I) Possessing, manufacturing, distributing, dispensing, and/or use of illegal drugs, drug paraphernalia, unauthorized controlled substances, and other intoxicants on company property or work sites is prohibited and will result in disciplinary action up to and including suspension and/or termination.

II) Reporting to and being at work under the influence of illegal drugs, or unauthorized controlled substances is prohibited. Reporting to, or being at work under the influence of a quantity of alcohol or other legal intoxicants which can adversely affect the individual's performance or the safety of the individual or those surrounding the individual is also prohibited. Violation of this rule may result in disciplinary action up to and including suspension and/or termination.

III) Legally prescribed drugs may be permitted on or in company property or a work site provided the drugs are prescribed by an authorized medical practitioner for current use by the person in possession of the drugs. Reporting to and being at work with a quantity of prescribed or over-the-counter drugs, where such use prevents the employee from performing the duties of the job, or poses a safety risk to the employee and/or other persons or property is prohibited.

Any employee possessing or using a valid prescription or over-the-counter drug when on company property or work shall notify their immediate supervisor, who in turn will notify

the Project Superintendent, of any possible hazardous effects from taking the drugs. The employee may remain on the job or may be required to leave the work site (or another appropriate action may be determined most suitable), as determined by management, to maintain the safety of the environment for the employee and others. Failure to notify supervision as required by this policy may result in disciplinary action.

IV) Any individual who voluntarily reports that they are in violation of this policy will be encouraged by management to seek professional help to overcome their problem. A list of professional service institutes is available to any employee upon request and such request shall be kept confidential by the employee's supervisor, management and the personnel department.

V) Any individual who is found to be in violation of this policy via search or testing will be subject to penalties attached hereto.

VI) Conduct constituting grounds for drug testing may also subject the employee to discipline if violations of other company rules and procedures are involved.

VII) The possession or use of alcohol on or in company property or work sites is prohibited except for special circumstances or events which are authorized by company management.

### **Tests and Searches:**

Employees will, to the extent consistent with applicable law, be required to undergo a diagnostic test for the use of illegal and nonprescription drugs, alcohol or other substances under any of the following or other circumstances that may be determined by company management. This requirement has been placed by many customers and is in no way to be considered a reflection of management's opinion of whether or not an employee has been using drugs or alcohol.

- 1) Prior to employment, or assignment to work site;
- 2) If involved in a work place accident or incident resulting in personal injury to the individual or others working in the area, or damage to property, or work place circumstances which could have resulted in personal property, when there is suspicion to believe that the accident or incident has occurred due to drug or alcohol use.
- 3) When there is suspicion to believe that an employee is under the influence of illegal drugs, unauthorized controlled substances, alcohol or other intoxicants while on the site, or company property during working hours, or that the employee has reported to work under the influence of illegal drugs, unauthorized controlled substances, alcohol or other intoxicants which would affect the safety of the individual and or others.
- 4) As part of any periodic medical examination provided or required by the company.

- 5) Upon re-employment following the employee's stay at a rehabilitation center for drug or alcohol abuse.
- 6) As required by Contractor/Owner contract agreement, or applicable government regulations.
- 7) On the yearly anniversary of hiring date.
- 8) When randomly chosen at monthly safety meeting.

RoofConnect member contractors reserve the right to search any person entering on the work site, or company property and to search property, equipment and storage areas for illegal drugs, drug paraphernalia, unauthorized controlled substances, alcohol or other intoxicants. This shall include, but is not limited to clothing, personal effects, vehicles, buildings, plant facilities, offices, parking lots, desks, cabinets, lockers, closets, lunch and tool boxes and equipment.

Any employee of a RoofConnect member contractor refuses to submit to a diagnostic test, as permitted by law and/or collective bargaining agreement, or search, will be subject to disciplinary action up to and including suspension or termination. Any other persons refusing to submit to a search will be denied access to, or be asked to immediately leave any work site or company property, and their Supervisor shall be notified of such action.

### **Cost of Testing:**

If an employee requested by an authorized representative of the company to submit to a drug test, the cost of that test and the confirmatory test of the same specimen will be paid for by the company.

### **Application of Policy:**

This policy shall apply to all individuals entering a work site or contractor property including, but not limited to part-time personnel, and employees of other companies or contractors/subcontractors working on a project site on which a RoofConnect member company is the contractor or agent of the owner.

### **Notification of Authorities:**

RoofConnect member contractors will report information concerning possession, distribution, or use of any illegal drugs, unauthorized controlled substances, alcohol or other intoxicants to law enforcement officials, and will turn over to the custody of law enforcement officials any such substances found during a search of an individual or property. RoofConnect member contractors will cooperate fully in the prosecution and/or conviction of any violators of the law.



### **Employees Convicted of Drug Offenses:**

Any employee so convicted must satisfactorily complete a drug rehabilitation program and agree to periodic testing any time thereafter. Failure to report such a conviction and/or participate in a drug rehabilitation program will result in disciplinary action up to and including suspension or termination.

### **Training Policy Implementation:**

Supervisors and managers will receive training on implementation of the company policy for drugs and alcohol.

### **Cooperation with the Company:**

All employees, as a condition of continued employment, have an obligation to cooperate with any company investigation of drug or alcohol abuse in the work place. Failure to cooperate in any such investigation will result in disciplinary action up to and including suspension and/or termination.

This Policy is nondiscriminatory and applies equally to all employees and officers of RoofConnect member contractors and their subsidiaries.



**RoofConnect  
Logistics, Inc.**

**Quality Control Manual**

January 2018

## Quality Control Manual

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Section 6	PROCESS CONTROLS
Section 7	INSPECTION AND TESTING
Section 8	CONTROL OF NONCONFORMING ACTIONS and CORRECTIVE ACTIONS

## **Section 1**

# **QUALITY POLICY**

**AND**

# **AUTHORITY**

## QUALITY POLICY and AUTHORITY

RoofConnect recognizes that in today's competitive marketplace, effective quality systems are essential when providing quality cost effective services to our clients. RoofConnect is totally committed to providing Commercial & Industrial Roofing Services that comply fully with the specifications and expectations of our valued clients. Therefore, it is the policy of RoofConnect to adhere strictly to this quality control program and to insure that this program and the requirements of our customers are met on each and every project we execute.

Full authority for the implementation and administration of the quality controls described in this manual has been delegated to the National Accounts Project Manager (NAPM). The NAPM has the responsibility and organizational freedom to identify quality control problems, stop work, recommend solutions and verify resolution of such problems. The NAPM shall also have the responsibility of documenting the established Quality Assurance / Quality Control Programs in a manner that strives to comply with industry accepted Quality Systems. The ultimate objective of this QA/QC program is to comply fully or surpass the quality standards established by the client and industry standards.

Project Managers are responsible for their assigned project's QA/QC activities. They may delegate the performance of their assigned duties to qualified individuals, but they shall retain full responsibility for completing their projects in strict accordance with established quality control policies and the client's specifications.

The quality of all subcontractors and vendors shall be the joint responsibility of the NAPM and the applicable Project Manager. All projects will be executed in a manner that emphasizes safety, quality, schedule and maximum cost effectiveness.

Any commitment, conflicts, or non-conformance issues not resolved using current established Quality Assurance / Quality Control Procedures shall be brought to the attention of the Vice President of Technical Services or designee for final resolution.

## **Section 2**

### **MANAGEMENT**

### **RESPONSIBILITY**

## **MANAGEMENT RESPONSIBILITY**

### **2.1 RESPONSIBILITY**

Management has the responsibility to define and document its policy and objectives for, and commitment to, quality. Management will ensure that its policy is understood, implemented, and maintained at all levels of the organization.

All employees have the responsibility and authority for implementation of established QA/QC activities. Resolution of conflicts in QA/QC policies shall flow through the organizational chain of command as follows:

1. Member Contractor's Field Employees
2. Member Contractor Foreman
3. Member Contractor Project Manager
4. National Account Project Manager
5. Vice President of Technical Services

It is the responsibility of any employee that manages, performs, or verifies work affecting quality to:

- a. Initiate action to prevent the occurrence of work or service non-conformity;
- b. Identify and record any quality problems;
- c. Initiate, recommend, or provide solutions through designated channels;
- d. Verify the implementation of solutions;
- e. Control further processing, delivery, or installation of non-conforming work until the deficiency or unsatisfactory condition has been corrected.

### **2.2 ALLOCATION OF RESOURCES AND PERSONNEL**

Member Contractors shall identify in-house requirements and provide adequate resources and trained personnel as needed to support required QA/QC verification activities. Verification activities shall include inspection, testing and monitoring of the construction / installation processes and audits of the quality systems. These activities shall be carried out by personnel independent of those having direct responsibility for the project being executed.

### **2.3 MANAGEMENT REVIEW**

The established QA/QC policies and procedures shall be reviewed at appropriate intervals by RoofConnect to ensure continuing suitability and effectiveness. These reviews will include assessment of the results of internal audits and shall assess overall conformance to client's requirements and expectations.

## **Section 3**

# **QUALITY SYSTEMS**



## QUALITY SYSTEMS

RoofConnect's staff has established and shall maintain and document this QA/QC system as a means of ensuring that the services we provide our clients conform to specified requirements. This QA/QC system shall include:

- a) Documented quality system procedures and instructions to ensure that all activities are performed in accordance with established requirements;
- b) Effective support to ensure compliance and the use of the QA/QC procedures and instructions.

All employees of RoofConnect shall strive to improve the quality of our services to our clients. The QA/QC program is a process of continuous improvement which requires input from everyone in our organization. Everyone in our organization shall comply and endeavor to improve the process where possible. An effective QA/QC program consists of the following key components;

- a) Established QA/QC procedures and instructions that comply with generally accepted industry standards, Federal, State, and Local regulating authorities, and the project specifications and standards established by the client;
- b) The identification and timely issuance to the project team any required controls, processes, inspection equipment, fixtures, tools, materials and labor skills needed to properly execute the project;
- c) Updating, as necessary, of quality control, inspection, and testing techniques, including the development of new methods and procedures;
- d) Identification of any commitments made which exceeds available resources in sufficient time to properly acquire the required resources;
- e) Clarification of the standards of acceptability as required to support the overall QA/QC program and our client's objectives;
- f) Review of the project process, construction, installation, inspection, and test procedures to ensure that applicable documentation reflects how activities are actually performed;

**Section 4**

**PROJECT REVIEW**

**and**

**SETUP**

## PROJECT REVIEW and SETUP

### **4.1 PROPOSAL SUBMISSION AND RESPONSIBILITY ASSIGNMENT**

Upon receipt of a Request for Proposal (RFQ) from a client, management will review the requirements of the RFQ and determine if a proposal will be submitted to perform the work. If management decides to submit a proposal for the work, the NAPM is assigned the responsibility of generating the proposal to perform the work. The proposal must include all costs related to completing the work in accordance with the client's specifications.

### **4.2 RFQ and CONTRACTUAL REVIEW**

The NAPM shall review the contract documents contained in the RFQ and establish and maintain procedures to ensure that:

- a) The requirements and acceptance specifications of the client are adequately defined and documented;
- b) Any requirements differing from those included in the proposal are resolved or clarified in the proposal;
- c) That RoofConnect's Member Contractor has the capability to meet all contractual requirements of the RFQ and any ensuing contract;
- d) Records of such contract reviews shall be maintained for future reference.

The RFQ and contract review activities, interfaces, and communication shall be coordinated with the client as required to clarify all issues and to ensure that the responsibilities of both parties are well defined and documented.

### **4.3 PROPOSAL PREPARATION**

The NAPM shall set up the project structure as the proposal for the work generated. It is the responsibility of the NAPM to ensure that all costs related to executing the work in accordance with established QA/QC procedures and the contract requirements are included.

The process of identifying all material and Member Contractor requirements shall be in accordance with established QA/QC procedures. Proper sourcing during the proposal stage will make actual purchasing and work activities much more efficient after award of the work.

Once all costs have been identified and an execution/staffing plan has been developed, the NAPM shall schedule a meeting with management to review the proposal's risks and contingencies. Final decisions concerning proposal pricing and clarifications shall be management's responsibility.

#### **4.4 PROJECT SETUP**

Upon award, the NAPM shall immediately setup the project in accordance with the execution and plan established during the proposal. All key staff members shall be notified and sent as much information concerning their responsibilities to the project as soon as possible.

The NAPM shall develop a project QA/QC file containing the basic project manual and all related specific activities and instructions.

## **Section 5**

# **DOCUMENT**

# **CONTROL**

## DOCUMENT CONTROL

### **5.1 CONTROL OF PROJECT MANUALS, PROCEDURES and INSTRUCTIONS**

Specific project procedures and instructions for individual activities are maintained by the NAPM and issued to the Member Contractor's Project Managers. It is the Member Contractors' Project Manager's responsibility to ensure specific activity procedures and instructions are conveyed to the individuals performing the specific activities.

The NAPM shall ensure that:

- a) All pertinent issues of appropriate documents are available at all locations where operations essential to the effective functioning of the quality system are performed;
- b) All obsolete documents are promptly removed from all points of issue or use.

### **5.2 CONTROL OF PROJECT RELATED DOCUMENTS**

This file shall contain a complete set of all project related contract documents, specifications, drawings, etc. All information generated during the life of the project shall be maintained in this job file.

A listing shall be made of all drawings, specifications, vendor data, etc. that are to be submitted to the client for review and approval. A copy of all documents returned by the client approved, or approved as noted, shall be maintained in the job file.

Any revisions to the contract documents shall be date stamped on the date received and reviewed by the NAPM for any possible impact to the project. All changes after contract award shall be properly documented and any associated addition or deduction to the contract price shall be immediately identified and submitted to the client for review and approval.

A complete set of all documents required for proper execution of the work shall be maintained at the project site. Any revisions received shall be immediately forwarded to the project site for use while executing the project. Any field changes to the work shall be properly noted on the project site set of the drawings. The project site set of the drawings shall show the work exactly as the work was built. (Hereinafter referred to as the "As-Built" set of drawings.)

## **Section 6**

### **PROCESS**

### **CONTROLS**

## PROCESS CONTROLS

### **6.1 MANAGEMENT OF PROCESS CONTROLS**

During project setup the NAPM develops the project plan covering all construction activities and applicable processes which directly affect quality. The Member Contractor Project Manager shall ensure that these processes are carried out under controlled conditions.

The controlled conditions shall include the following:

- a) Documented work instructions defining the manner of executing the work to ensure that an acceptable level of quality is maintained at all times. The instructions shall also specify equipment, materials, skills and working environments required to comply with applicable standards, codes, and quality plans;
- b) Monitoring and control of suitable process and work characteristics during execution of the work;
- c) Clear identification of the required approval of processes;
- d) Criteria for workmanship which shall be stipulated, to the greatest practicable extent, in written standards or by means of representative samples.

### **6.2 SPECIFIC ACTIVITY PROCESS CONTROLS**

Specific Activity Process Controls are for activities where the results cannot be fully verified by subsequent inspection and testing. Accordingly, continuous monitoring and / or compliance with documented procedures are required to ensure that the specified requirements are met.

Management shall continue review of established procedures to ensure ongoing suitability and effectiveness. As the need for new activity process procedures is identified they will be created and implemented. Records shall be maintained for qualified processes, equipment, and personnel, as appropriate.



**Section 7**

**INSPECTION**

**AND**

**TESTING**

## **INSPECTION and TESTING**

### **7.1 INSPECTION AND TESTING OF PURCHASED MATERIALS AND EQUIPMENT**

All materials and equipment shall be inspected and tested to ensure conformance with the project requirements before it is released for use. In determining the amount and nature of inspections, consideration should be given to the control exercised at the manufacturing source and documented evidence of quality conformance provided from the supplier.

### **7.2 INSPECTION AND TESTING DURING CONSTRUCTION**

During actual construction of a project, the Member Contractor Project Manager shall ensure that:

- a) All inspection and testing activities are performed in accordance with the project plan and documented procedures;
- b) Ensure specification and drawing conformance by the use of established process monitoring and control methods;
- c) Ensure that all required inspections and tests have been completed and necessary reports have been received and verified before the finished work is released to the client.
- d) Identify and correct any nonconforming work.

### **7.3 FINAL INSPECTION AND TESTING**

The project plan or documented procedures for final inspection and testing require that all specified inspection and tests, including those specified either by established quality procedures or the client, are carried out and that the work meets specified requirements.

The NAPM and Member Contractor Project Manager shall work together to ensure that all final inspections and testing activities are in accordance with the project plan and documented procedures. Upon completion, all associated data and documentation shall be properly filed in the project file and submitted to the client as required.

### **7.4 INSPECTION AND TEST RECORDS**

The NAPM shall ensure that all records which give evidence that the work has passed specified inspection and / or testing acceptance criteria are maintained in the project file for future reference.

## **7.5 INSPECTION AND TEST STATUS**

The inspection and test status of the work shall be identified by using markings, authorized stamps, tags, labels, routing cards, inspection records, test software, physical location, or other suitable means, which indicate the conformance or nonconformance of work with regard to inspections and tests performed. The identification of inspection and test status shall be maintained, as necessary, throughout the project to ensure that all work has passed the required inspections and testing specified.

Records shall identify the inspection authority responsible for the release of conforming work.

## **Section 8**

# **CONTROL OF NONCONFORMING ACTIONS**

**and**

# **CORRECTIVE ACTIONS**

## CONTROL OF NONCONFORMING ACTIONS and CORRECTIVE ACTIONS

### **8.1 CONTROL OF NONCONFORMING WORK**

The Member Contractor Project Manager shall establish and maintain procedures to ensure that any work that does not conform to specified requirements is prevented from inadvertent release to the client. Control shall provide for identification, documentation, evaluation, segregation when practical, disposition of nonconforming work, and for notification to management as required.

### **8.2 NONCONFORMITY REVIEW AND DISPOSITION**

Nonconforming work shall be reviewed in accordance with documented procedures.

The nonconforming work may be:

- a) Reworked to meet the specified requirements
- b) Accepted with or without repair by concession of the client
- c) Reused for alternative applications
- d) Rejected, torn out, scrapped and new work performed.

Where required by the contract, the proposed use or repair of the nonconforming work to specified requirements shall be reported for concession to the client or their representative. The description of nonconformity that has been accepted, and of repairs, shall be recorded to denote the actual condition.

Repaired work shall be re-inspected in accordance with documented procedures.

### **8.3 CORRECTIVE ACTION**

The NAPM and/or Member Contractor Project Manager shall establish, document, and maintain procedures for:

- a) Investigating the cause of nonconforming work and the corrective action needed to prevent recurrence;
- b) Analyzing all processes, work operations, concessions, quality records, service reports, and customer complaints to detect and eliminate potential trends and causes of nonconforming work;
- c) Initiating preventative actions to deal with problems in relation to the risks encountered;
- d) Applying controls to ensure that corrective actions are taken and their effectiveness;
- e) Implementing and recording changes in procedures resulting from corrective actions.



## PRE-CONSTRUCTION CHECK LIST

### PROJECT INFORMATION

Date: \_\_\_\_\_ Owner: \_\_\_\_\_

Owner Rep: \_\_\_\_\_ Phone: \_\_\_\_\_

Bldg Name: \_\_\_\_\_ Bldg#: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_\_

Start Date: \_\_\_\_\_ Duration of Project: \_\_\_\_\_

### ATTENDEES

Name (Print)	Company	Cell number/e-mail

### GENERAL OVERVIEW

Est. Start Date: \_\_\_\_\_ Daily Hours: \_\_\_\_\_

Daily Communication (progress, schedule changes, concerns): \_\_\_\_\_

Building Permit/posting: \_\_\_\_\_ Restroom Facility: \_\_\_\_\_

Work/Specification Review: \_\_\_\_\_

Other/Misc Items: \_\_\_\_\_

## INTERIOR REVIEW

Current Tile/Ceiling damage: \_\_\_\_\_ Location \_\_\_\_\_

Damaged/water stained carpets (floors): \_\_\_\_\_ Location \_\_\_\_\_

Is interior ceiling protection required: \_\_\_\_\_ Location \_\_\_\_\_

Other/Misc Items \_\_\_\_\_

## EXTERIOR/BUILDING PERIMETER

Crew/equipment Parking: \_\_\_\_\_ Ground Protection: \_\_\_\_\_

Ground Security: \_\_\_\_\_ Dumpster Location: \_\_\_\_\_

Roof Access: \_\_\_\_\_ Daily Debris Pick-up: \_\_\_\_\_

Other/Misc Items: \_\_\_\_\_

## ROOF/APPLICATION REVIEW

Perimeter/safety protection: \_\_\_\_\_ Set-up Area: \_\_\_\_\_

HVAC/Roof-Top Equip: \_\_\_\_\_ Disconnect/connect: \_\_\_\_\_

Daily Tie-Offs: \_\_\_\_\_ Method: \_\_\_\_\_

Satellite Dish: \_\_\_\_\_ Inoperable Equip: \_\_\_\_\_

Mansards/Penthouses, etc: \_\_\_\_\_

**Roofing Specifications Review:** Recover \_\_\_\_\_ Tear-Off \_\_\_\_\_

Defective Decking: \_\_\_\_\_ Notification: \_\_\_\_\_

Field Membrane: \_\_\_\_\_ Attachment: \_\_\_\_\_

Lap/seam Technique: \_\_\_\_\_

Surfacing: \_\_\_\_\_

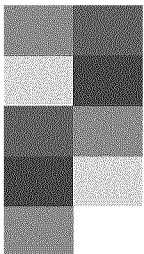
Insulation: \_\_\_\_\_ Attachment: \_\_\_\_\_

Roof Top Details: \_\_\_\_\_ Copings: \_\_\_\_\_





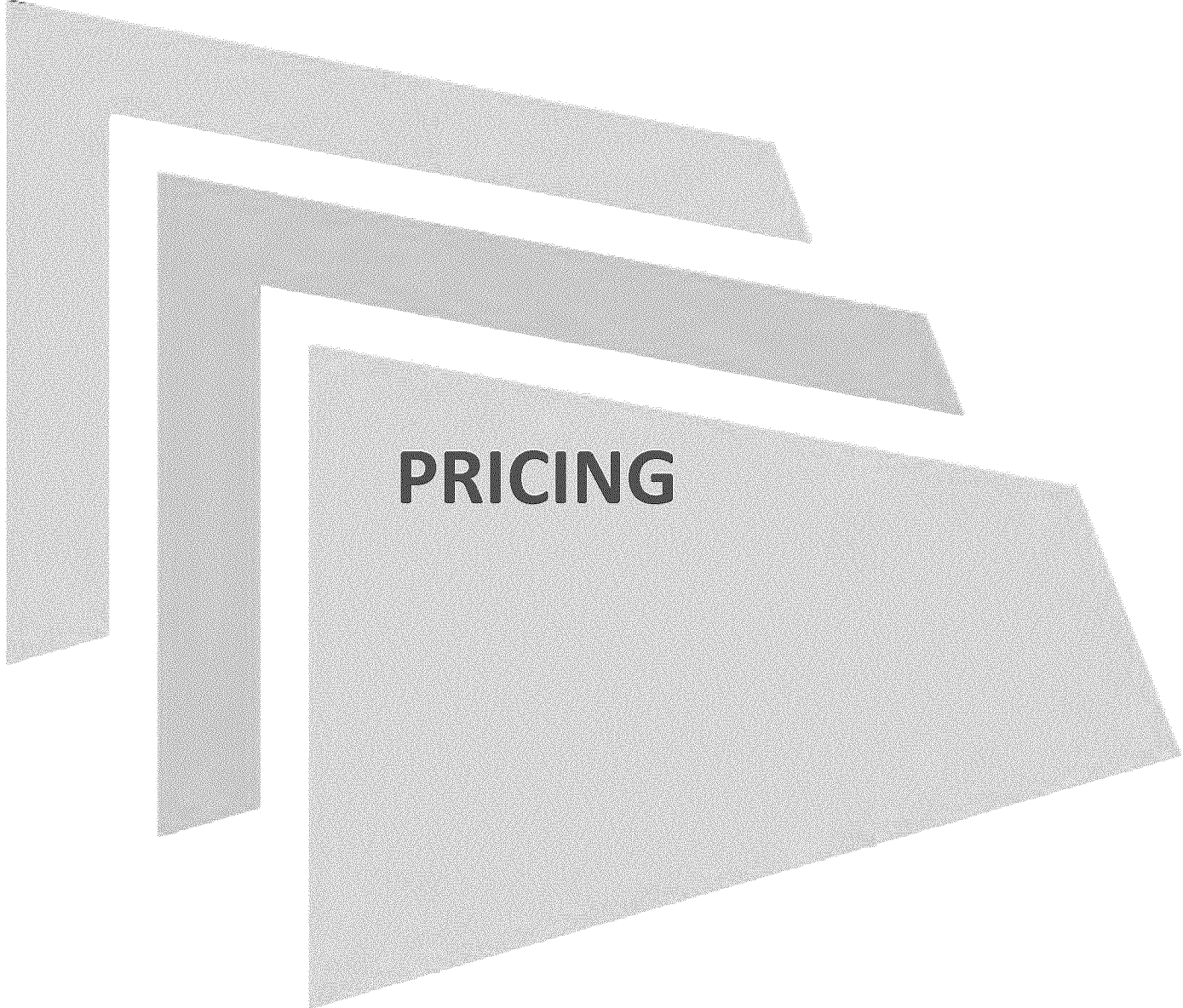
# REFERENCES



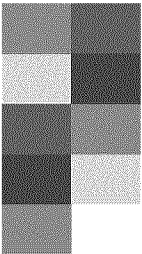
**RoofConnect**<sup>®</sup>  
NATIONAL ROOFING SERVICES

## RESPONSE TO

Solicitation Number 18 09: Request for Proposal by  
Region 4 Education Service Center  
for Roofing Products, Services, and Job Order  
Contracting Services



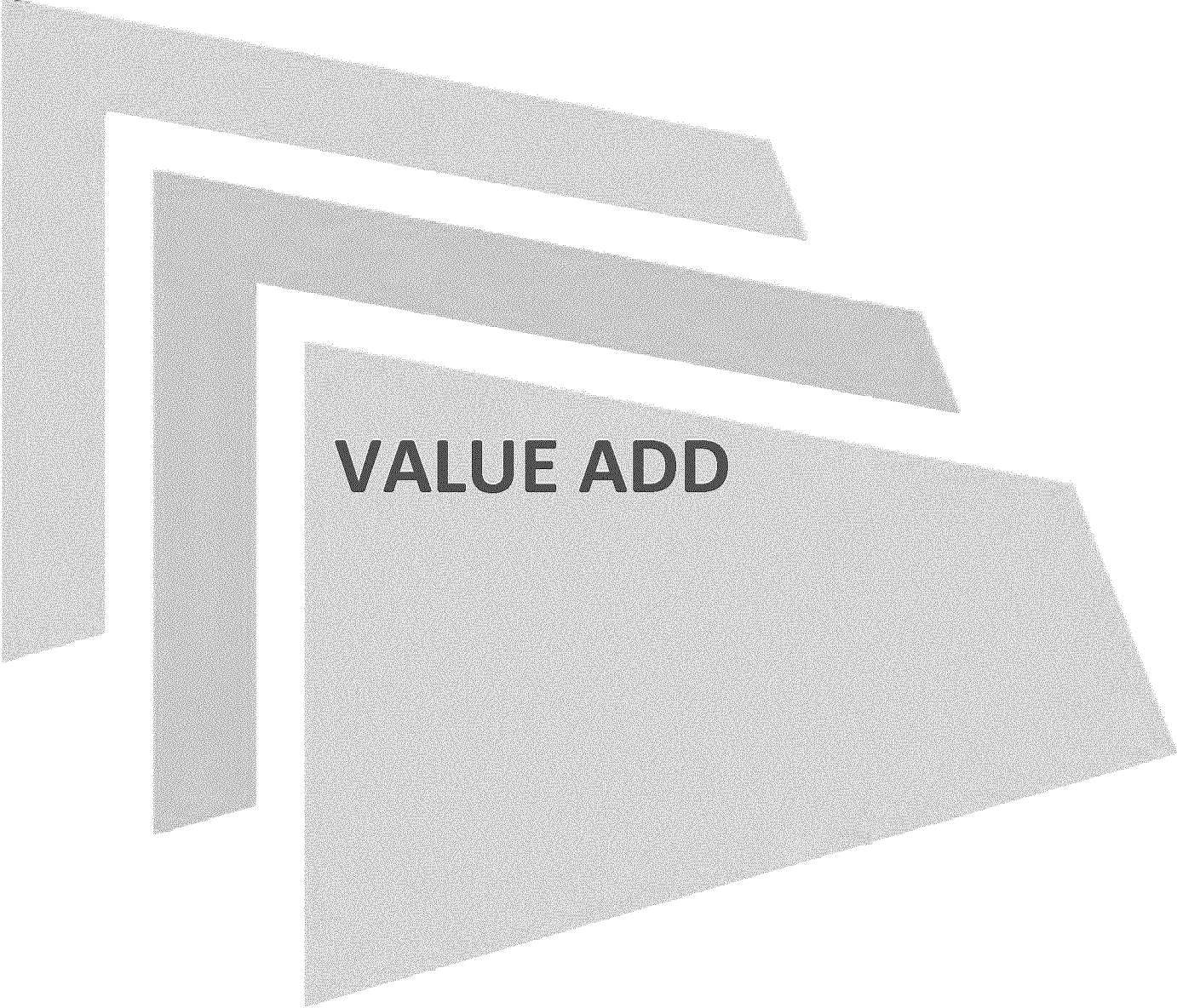
# PRICING



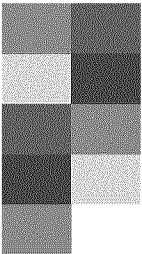
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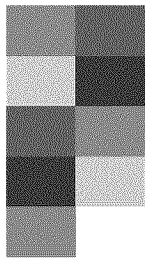
**VALUE ADD**



**RoofConnect**<sup>®</sup>  
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**RESPONSE TO**

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**RoofConnect's value-add services include the following:**

1. **Photovoltaic Roofing Solutions**
2. **SafePro: Rooftop Safety & Security Products**
3. **Preferred Roofing Solutions & Consulting**
4. **Roof Asset Management**
5. **Snow Load Management & Removal**
6. **Warranty Maximization Program**
7. **Manufacturer Material Pricing Programs**
8. **Asphalt and Paving Services**

**1. Value-Add: Photovoltaic Roofing Solutions\***

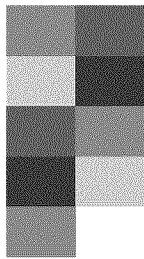
Many of RoofConnect's Contractors are established authorities in design, procurement and construction of rooftop solar installations that will satisfy your financial, operational, environmental and governmental needs.

Photovoltaic Roofing Systems can unleash the power of the sun and turn a roofing liability into an energy-producing asset. A building integrated photovoltaic (BIPV) system will reduce energy costs and reliance on the utility grid while providing a lightweight, high performance roofing system.

The result is a photovoltaic roofing system that protects the building's interior from the elements while generating power for its electricity needs. Not only is there financial savings on energy costs but often credits can be received for feeding the excess solar power back into the local electrical grid.

Many states and utility companies provide incentives and other options to consider that can reduce the payback period. We can help you achieve the maximum energy savings through our experienced staff and our strong national relationships with all the top manufacturers.

\*Value-Add Pricing for Photovoltaic Roofing Solutions is available upon request and determined by individual job requirements and specifications.



## **2. Value-Add: SafePro, Rooftop Safety & Security Products**

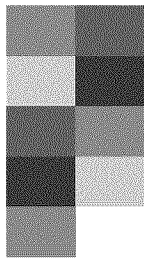
With SafePro's rooftop safety and security products, National IPA Members can protect capital investments and reduce their financial risk and liabilities. Using SafePro products, such as the SafePro Roof Hatch Rails™, HandsFree Power Hatch Lift™ and RiskPro™ solutions will provide cost effective protection, safety and security.

No rooftop hatch fall protection system is as safe or convenient as SafePro. SafePro offers the only Power Roof Hatch Lift on the market, and they offer a solar-powered option, keeping businesses safe and environmentally friendly. SafePro systems, developed by experienced commercial roofing professionals, are easy to install, do not require any special tools and do not penetrate the roof. Because SafePro products do not penetrate the existing roof, they do not compromise the roofing system's warranty.

People risk their safety every time they climb through traditional rooftop hatches. The dangerous balancing act of climbing up an unsteady ladder system while unlocking and opening an unwieldy traditional hatch puts lives at risk and puts company at risk for liability. SafePro eliminates all the hazards with our patent-pending SafePro Power Hatch Lift, providing remote controlled access and security keypad entrance.

SafePro systems exceed OSHA requirements, keeping employees and contractors safe from fall hazards and your business safe from financial risk. Meeting OSHA requirements at all times also prevents costly OSHA citations and fines.





# RoofConnect®

## NATIONAL ROOFING SERVICES

### Value Add

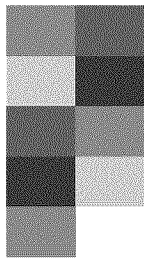
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**Value-Add: SafePro, Rooftop Safety & Security Products Pricing:**



2018 Standard Product Price List Eff. 4-1-18

Stock No.	Item Description	Purchase Price
<b>SAFEPRO HATCHES</b>		
SPH3036	Roof Hatch 30 x 36	\$525.00
SPH3636	Roof Hatch 36 x 36	\$650.00
SPH3054	Roof Hatch 30 x 54	\$850.00
SPH4848	Roof Hatch 48 x 48	\$1,125.00
SPH3096	Roof Hatch 30 x 96	\$1,480.00
<b>SAFEPRO SAFETY RAILS</b>		
SP3036	Roof Hatch Rails 30 x 36	\$895.00
SP3636	Roof Hatch Rails 36 x 36	\$995.00
SP3054	Roof Hatch Rails 30 x 54	\$1,145.00
SP4848	Roof Hatch Rails 48 x 48	\$1,145.00
SP3096	Roof Hatch Rails 30 x 96	\$1,395.00
CustomC	Custom Color Change (one-year finish warranty)	\$200.00
<b>SAFEPRO PERIMETER RAILS</b>		
		<small>Free Shipping does not apply for Perimeter rails.</small>
PER-10	10' Perimeter Rail	\$165.00
PER-8	8' Perimeter Rail	\$125.00
PER-6	6' Perimeter Rail	\$105.00
PER-4	4' Perimeter Rail	\$95.00
PER-B	Perimeter Rail Base	\$175.00
OUT-B3	Outrigger (includes 3 pin base & 4' rail)	\$314.00
<b>AUTOMATIC ROOF HATCH OPENER</b>		
AHO16-110v	Automatic Roof Hatch Opener 110v (Recommended)	\$1,595.00
AHOBuB	Automatic Roof Hatch Opener Optional Back up Battery	\$210.00
AHO16Hhr	Automatic Roof Hatch Opener Handheld Remote	\$80.00
AHOPA16	Automatic Roof Hatch Opener Pre-assembly	\$299.00
<b>MISCELLANEOUS</b>		
SPPC	Perimeter Rail Parapet Clamps (Galvanizing Standard)	\$179.00
SPCG	Perimeter Rail Chute Guard	\$1995.00
Orders of \$5,000 or more receives FREE SHIPPING		
Rails come standard powder coated yellow or galvanized steel (3 yr finish warranty)		
Custom sizes available upon request		



## **6. Value-Add: Warranty Maximization Program**

RoofConnect is approved to perform warranty repairs by all major roofing manufacturers. This approval means that RoofConnect can perform reasonable warranty repairs WHILE ON-SITE. This reduces the need for return trips and reduces the time taken to solve leaking defects, which translates to reduced impact on the National IPA Member's property and occupants.

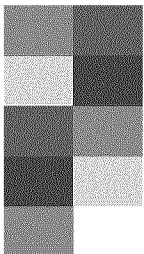
RoofConnect offers a unique invoicing program whereby costs for warranty and non-warranty roofing repairs are handled internally. This process allows for faster invoicing to you and eliminates the delay of billing often seen when invoices are delivered through the warranty holder and billed back to the customer.

RoofConnect contractors are trained and certified by all major roofing manufacturers in the United States. This training allows the technicians to identify warranty-related defects so that you not pay repairs that should be covered under a Roof System Warranty. This results in a significant costs savings to your company.

The RoofConnect Warranty Maximization Program is designed to help protect the best interest of our clients by protecting them from unnecessary costs and delays in repairs.

RoofConnect has found that this program saves the building owner money because: a.) They aren't spending time tracking down reimbursement from manufacturers and b.) Their specified vendor has the best interest of the building owner in mind when servicing these roofs. Additional benefits are better follow-up, better response times, a repeatable process, and consistent results.

**REQUIRED DOCUMENTS  
ADDITIONAL REQUIRED  
DOCUMENTS  
ACKNOWLEDGEMENT &  
ACCEPTANCE OF REGION 4 ESC  
OPEN RECORDS POLICY**



**RoofConnect®**  
NATIONAL ROOFING SERVICES

**RESPONSE TO**

Solicitation Number 18 09: Request for Proposal by  
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Contracting Services



Appendix H:  
**ADDITIONAL REQUIRED DOCUMENTS**

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractor Certification Requirements
- DOC #5 Antitrust Certification Statements
- DOC #6 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #7 Texas Government Code 2270 Verification Form
- DOC #8 EDGAR Certifications

**FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:**

- DOC #9 Ownership Disclosure Form
- DOC #10 Non-Collusion Affidavit
- DOC #11 Affirmative Action Affidavit
- DOC #12 Political Contribution Disclosure Form
- DOC #13 Stockholder Disclosure Certification
- DOC #14 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #15 New Jersey Business Registration Certificate

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

**Clean Air and Water Act**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: RoofConnect Logistics, Inc. dba RoofConnect

Title of Authorized Representative: Vice President of Operations

Mailing Address: PO Box 908, Sheridan, AR 72150

Signature: 

**DOC #2**

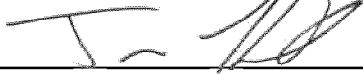
**Debarment Notice**

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: RoofConnect Logistics, Inc. dba RoofConnect

Title of Authorized Representative: Vice President of Operations

Mailing Address: PO Box 908, Sheridan, AR 72150

Signature: 

**LOBBYING CERTIFICATION**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



\_\_\_\_\_  
Signature of Offeror

7/26/18

\_\_\_\_\_  
Date

**DOC #4      CONTRACTOR CERTIFICATION REQUIREMENTS**

**Contractor’s Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

---

**Fingerprint and Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

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**Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.



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Signature of Offeror

7/26/18

---

Date

**ANTITRUST CERTIFICATION STATEMENTS  
(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

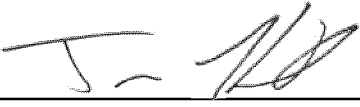
1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**Vendor** RoofConnect Logistics, Inc.  
dba RoofConnect  
 \_\_\_\_\_

**Address** 44 Grant 65 - PO Box 908  
Sheridan, AR 72150  
 \_\_\_\_\_

**Phone** 870-942-5613

**Fax** 870-942-2666

**Offeror**   
 Signature  
Jeremy Hill  
 Printed Name  
Vice President of Operations  
 Position with Company

**Authorizing Official**  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Printed Name  
 \_\_\_\_\_  
 Position with Company

# Implementation of House Bill 1295

## Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

### Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**DOC # 7**

**Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Jeremy Hill, as an authorized representative of RoofConnect Logistics, Inc. dba RoofConnect, a contractor engaged by Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



\_\_\_\_\_  
Signature of Named Authorized Company Representative

7/26/18

\_\_\_\_\_  
Date



EDGAR CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

REGION 4 EDUCATION SERVICE CENTER is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to REGION 4 EDUCATION SERVICE CENTER along with your proposal.

The following certifications and provisions are required and apply when REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Agency and the Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES JH Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. REGION 4 EDUCATION SERVICE CENTER also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 EDUCATION SERVICE CENTER believes, in its sole discretion that it is in the best interest of REGION 4 EDUCATION SERVICE CENTER to do so. Vendor will be compensated for work performed and accepted and goods accepted by REGION 4 EDUCATION SERVICE CENTER as of the termination date if the contract is terminated for convenience of REGION 4 EDUCATION SERVICE CENTER. Any award under this procurement process is not exclusive and REGION 4 EDUCATION SERVICE CENTER reserves the right to purchase goods and services from other vendors when it is in REGION 4 EDUCATION SERVICE CENTER's best interest.

Does Vendor agree? YES JH Initials of Authorized Representative of Vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES JH Initials of Authorized Representative of Vendor

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES JH Initials of Authorized Representative of Vendor

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process.

Does Vendor agree? YES JH Initials of Authorized Representative of Vendor

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES JH Initials of Authorized Representative of Vendor

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES JH Initials of Authorized Representative of Vendor

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES   JH   Initials of Authorized Representative of Vendor

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES   JH   Initials of Authorized Representative of Vendor

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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When federal funds are expended by REGION 4 EDUCATION SERVICE CENTER for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES   JH   Initials of Authorized Representative of Vendor

---

**PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

---

REGION 4 EDUCATION SERVICE CENTER and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines..

Does Vendor agree? YES   JH   Initials of Authorized Representative of Vendor

---

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

---

When REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES   JH   Initials of Authorized Representative of Vendor

---

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

---

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES   JH   Initials of Authorized Representative of Vendor

---

**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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Vendor agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES   JH   Initials of Authorized Representative of Vendor

---

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

---

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES   JH   Initials of Authorized Representative of Vendor

---

**Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Vendor's Name: RoofConnect Logistics, Inc. dba RoofConnect

Address, City, State, and Zip Code: 44 Grant 65, Sheridan, AR 72150

Phone Number: 870-942-5613 Fax Number: 870-942-2666

Printed Name and Title of Authorized Representative: Jeremy Hill, Vice President of Operations

Email Address: nationalipa@roofconnect.com

Signature of Authorized Representative:  Date: 7/26/18

DOC #9

**OWNERSHIP DISCLOSURE FORM  
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** RoofConnect Logistics, Inc. dba RoofConnect

**Street:** 44 Grant 65

**City, State, Zip Code:** Sheridan, AR 72150

**Complete as appropriate:**

*I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.*

**OR:**

*I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.*

**OR:**

*I Jeremy Hill, an authorized representative of RoofConnect Logistics, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.*

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name	Address	Interest
RoofConnect Members Trust	PO Box 908, Sheridan, AR 72150	51%
David Workman	44 Grant 65, Sheridan, AR 72150	49%

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

7/26/18  
**Date Authorized**

  
**Signature and Title**

DOC #10

NON-COLLUSION AFFIDAVIT

Company Name: RoofConnect Logistics, Inc. dba RoofConnect

Street: 44 Grant 65, PO Box 908

City, State, Zip Code: Sheridan, AR 72150

State of Arkansas

County of Grant

I, Jeremy Hill of the Sheridan

Name

City

in the County of Grant, State of Arkansas of full age, being duly sworn according to law on my oath depose and say that:

I am the Vice President of Operations of the firm of RoofConnect Logistics, Inc. dba RoofConnect

Title

Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that Region 4 ESC relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

RoofConnect Logistics, Inc. dba RoofConnect Company Name

Authorized Signature & Title

Subscribed and sworn before me

this 26th day of July, 20 18

Notary Public of Grant County, AR My commission expires September 11, 20 26

SEAL

DOC #11

**AFFIRMATIVE ACTION AFFIDAVIT**  
(P.L. 1975, C.127)

Company Name: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

**Proposal Certification:**

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302)

**Public Work – Over \$50,000 Total Project Cost:**

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form

AA201-A upon receipt from the \_\_\_\_\_

- B. Approved Federal or New Jersey Plan – certificate enclosed \_\_\_\_\_

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

7/26/18  
\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Authorized Signature and Title**  
VP of Operations

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**  
**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.



The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the

statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



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Signature of Procurement Agent

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. **It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract**

(See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

## **C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

### **Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to

which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."





**List of Agencies with Elected Officials Required for Political Contribution  
Disclosure  
N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR  
DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE  
DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #13

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

[X] I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

[ ] I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

[ ] Partnership [X] Corporation [ ] Sole Proprietorship

[ ] Limited Partnership [ ] Limited Liability Corporation [ ] Limited Liability Partnership

[ ] Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Table with 3 rows and 2 columns for stockholder information (Name, Home Address).

Subscribed and sworn before me this 26 day of July, 2018

(Notary Public)

My Commission expires: 9/11/26

[Signature] (Affiant)

Jeremy Hill, VP of Operations (Print name & title of affiant)

(Corporate Seal)



**DOC #14**

**Certification of Non-Involvement in Prohibited Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.

**DOC #15**

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>



August 26, 2021

Mr. Jeremy Hill

[jeremy.hill@roofconnect.com](mailto:jeremy.hill@roofconnect.com)

Vice President of Operations

RoofConnect Logistics, Inc. dba RoofConnect

44 Grant 65 – PO Box 908

Sheridan, AR 72150

Re: Renewal Award of Contract #R180902

Dear Mr. Hill:

Per official action taken by the Board of Directors of Region 4 Education Service Center on August 24, 2021, Region 4 ESC is pleased to announce that RoofConnect Logistics, Inc. dba RoofConnect has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on July 26, 2018, and subsequent performance thereafter:

**Contract**

Roofing Products, Services, and Job-Order-Contracting Services

The contract will expire on February 28, 2023, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Jessica Goforth, at (210) 729-0281 or [jessica.goforth@omniapartners.com](mailto:jessica.goforth@omniapartners.com).

The partnership between RoofConnect Logistics, Inc. dba RoofConnect, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:

30EE15BEEF1C4C6

Robert Zingelmann

Chief Financial Officer, Finance and Operations Services



August 28, 2020

Mr. Jeremy Hill

[jeremy.hill@roofconnect.com](mailto:jeremy.hill@roofconnect.com)

Vice President of Operations

RoofConnect Logistics, Inc. dba RoofConnect

44 Grant 65 – PO Box 908

Sheridan, AR 72150

Re: Renewal Award of Contract #R180902

Dear Mr. Hill:

Per official action taken by the Board of Directors of Region 4 Education Service Center on August 25, 2020, Region 4 ESC is pleased to announce that RoofConnect Logistics, Inc. dba RoofConnect has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on July 26, 2018, and subsequent performance thereafter:

**Contract**

Roofing Products, Services, and Job-Order-Contracting Services

The contract will expire on February 28, 2022, completing the third year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Jessica Goforth, at (210) 729-0281 or [jessica.goforth@omniapartners.com](mailto:jessica.goforth@omniapartners.com).

The partnership between RoofConnect Logistics, Inc. dba RoofConnect, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:

AB11C20E709E4C4

Robert Zingelmann

Chief Financial Officer, Finance and Operations Services



August 25, 2022

Mr. Jeremy Hill

[jeremy.hill@roofconnect.com](mailto:jeremy.hill@roofconnect.com)

Vice President of Operations

RoofConnect Logistics, Inc. dba RoofConnect

44 Grant 65 – PO Box 908

Sheridan, AR 72150

Re: Renewal Award of Contract #R180902

Dear Mr. Hill:

Per official action taken by the Board of Directors of Region 4 Education Service Center on August 23, 2022, Region 4 ESC is pleased to announce that RoofConnect Logistics, Inc. dba RoofConnect has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on July 26, 2018, and subsequent performance thereafter:

**Contract**


Roofing Products, Services, and Job-Order-Contracting Services

The contract will expire on February 29, 2024, completing the fifth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Fred Flores, at (713) 554-0494 or [fred.flores@omniapartners.com](mailto:fred.flores@omniapartners.com).

The partnership between RoofConnect Logistics, Inc. dba RoofConnect, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:



30EE15BEEF1C4C6  
Robert Zingelmann

Chief Financial Officer, Finance and Operations Services



**Contract Amendment Number One**

to

**R180902 RoofConnect Logistics, Inc. dba RoofConnect – Roofing Products, Services, and Job-Order-Contracting Services**

Effective upon the later of (i) September 1, 2018 or (ii) the execution by Supplier and National IPA (as defined below) of an administration agreement by and between Supplier and National IPA, this Contract is amended as follows:

1. Region 4 Education Service Center is partnering with National Intergovernmental Purchasing Alliance Company, an affiliate of OMNIA Partners, Inc. ("National IPA") to make the Contract (also known as the "Master Agreement" in materials distributed by National IPA) available to public agencies that register with National IPA ("Participating Agencies").
2. Any references to "The Cooperative Purchasing Network," "TCPN," "TCPN Management Group," and "TCPN Management Group, LLC" are struck.
3. All administrative fees, sales reporting and administrative fee payment language is struck from the Contract.
4. All other provisions of the Contract shall remain in their entirety.

**ROOFCONNECT LOGISTICS, INC. DBA**

**ROOFCONNECT:**

Supplier hereby acknowledges receipt of and understanding of this Amendment:

**REGION 4 EDUCATION SERVICE CENTER:**

The above referenced Contract Amendment is hereby Executed.

DocuSigned by:  
*David Workman*

Signature David Workman

Name  
President & CEO

Title  
9/24/2018

Date

DocuSigned by:  
*Robert Zingelmann*

Signature Robert Zingelmann

Name  
Chief Financial Officer

Title  
10/22/2018

Date

TK/CP



**Attachment "B"**  
**VENDORS ON SCRUTINIZED COMPANIES LISTS**

By executing this Certificate \_\_\_\_\_, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

(Typed or Printed)

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_

E-MAIL: \_\_\_\_\_

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_



## Attachment "C" Federal Clauses

This Attachment is hereby incorporated by reference into the main *Contract*.

### FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS *CONTRACT*<sup>1</sup>

This *contract* is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Contractor* shall adhere to all grant conditions as set forth in the requirements of grant which have been provided to *Contractor*, along with any and all other applicable Federal Laws. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Contract*. The provisions in this exhibit are supplemental and in addition to all other provisions within the *Contract*. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the *Contract*, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this *Contract* the conflicting terms and conditions of that document shall prevail.

**Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182):** Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *contractor* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

**Conflict of Interest (2 CFR § 200.112):** Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *contractor* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *contractor* is unable, or potentially unable, to render impartial assistance or advice; ii. A *contractor's* objectivity in performing the contract work is or might be otherwise impaired; or iii. The *contractor* has an unfair competitive advantage.

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<sup>1</sup> Note as of February 2022, the "Simplified Acquisition threshold" is currently set at \$250,000.00; the "Micro-purchase threshold" is currently set at \$10,000.00 – these amounts are subject to change. It is the responsibility of the [*proposer/consultant/contractor*] to ensure it is aware of the correct thresholds are the time of a procurement submittal and contract.





**Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733):** Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *contractor* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *Contractor*'s actions pertaining to this *contract*. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

**Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321):** Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *contractor* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *contractor* will require compliance by all sub-contractors. Prior to contract award, the *contractor* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)  
Florida Department of Transportation  
Minority Business Development Center in most large cities and  
Local Government M/DBE programs in many large counties and cities

**Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375):** Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *contractor* agrees as follows: (1) The *Contractor* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Contractor* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Contractor* will, in all solicitations or advertisements for employees placed by or on behalf of the *Contractor*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Contractor* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Contractor*'s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Contractor* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Contractor* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Contractors* noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and



the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Contractor* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Contractor* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Contractor* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Contractor* may request the United States to enter into such litigation to protect the interests of the United States.

Additional notice and requirement for federally assisted contracts or subcontracts in excess of \$10,000.00:

**Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5):**

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *contract*, the *contractor* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *contractor* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

**Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3):**

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *contract*, *contractor* shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *contract*. *Contractor* are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5):**

Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do



not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended):** Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: *contractor* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689):** Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *contractor* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *contractor* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The *contractor* agrees to accomplish this verification by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: *contractor* must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

**Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401):** Applicability: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

**Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247):** Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *contractor* must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



**Access to Records and Reports:** Applicability: All Contracts that received or may receive federal grant funding. Requirement: *contractor* will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

**Record Retention (2 CFR § 200.33): Record Retention:** Applicability: All Contracts that received or may receive **Federal or State** grant funding. Requirement: [*proposer/consultant/contractor*] will retain of all required records pertinent to this contract for a period of five years, after all funds have been expended or returned to the County. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your company must agree to provide or make available such records to the County upon request, in order to conduct audits or other investigations and retain these records in compliance with the OMB guidance 2 C.F.R. §200.334.

**Federal Changes:** *Contractor* shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of [*the contract*].

**Termination for Default (Breach or Cause):** Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

**Termination for Convenience:** Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *The Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

**Safeguarding Personal Identifiable Information (2 CFR § 200.82):** Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *contractor* will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.



**Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200):** Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

**Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H)):** Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *contractor* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

**Trafficking Victims Protection Act (2 CFR Part 175):** Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Contractor* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Contractor* from (1) engaging in severe forms of trafficking in persons during the period of time that *this Contract* is in effect; (2) procuring a commercial sex act during the period of time that *this Contract* is in effect; or (3) using forced labor in the performance of the contracted services under *this contract*. *This Contract* may be unilaterally terminated immediately by County for *Contractor*'s violating this provision, without penalty.

**Domestic Preference For Procurements (2 CFR § 200.322):** Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in *this Contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

**Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005):** Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrak and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposers submittal non-responsive.

**Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216):** Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Contractor* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera



Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

**Enhanced Whistleblower Protections (41 U.S.C. § 4712):** Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Contractor* employees may apply to the Federal grant award dollars involved with *this Contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Contractor* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

**Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170):** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Contractor* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

**Federal Awardee Performance and Integrity Information System (FAPIS)( The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)):** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Contractor* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

**Never Contract With The Enemy (2 CFR Part 183):** Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *contractor* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

**Federal Agency Seals, Logos and Flags:** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *contractor* shall not use any Federal Agency seal(s),



logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

**No Obligation by Federal Government:** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from *the contract*].

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The \_\_\_\_\_ Procurement Manager \_\_\_\_\_ on \_\_\_\_\_ behalf \_\_\_\_\_ of RoofConnect Logistics, Inc \_\_\_\_\_ the *contractor* is authorized to sign below and confirm the *contractor* is fully able to comply with these requirements, federal terms and conditions and has made inquiries and further examination of the law and requirements as is necessary to comply.

DATE: 3/28/23

COMPANY: RoofConnect Logistics, Inc

ADDRESS: 44 Grant 65, Sheridan, AR 72150  
\_\_\_\_\_  
\_\_\_\_\_

E-MAIL: ken.beck@roofconnect.com

PHONE NO.: 877-942-5613

SIGNATURE 

NAME: Rachel Mooney

TITLE: Procurement Manager



## Buy America Certificates

If steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR § 661.13(b) of this part.

### Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

DATE: 3/28/23

SIGNATURE: Rachel Mooney

COMPANY: RoofConnect Logistics, Inc

NAME: Rachel Mooney

TITLE: Procurement Manager

### Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_





## Attachment "D"

### GENERAL SERVICES INSURANCE REQUIREMENTS FOR CONSTRUCTION

#### **CONTRACTORS' INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-days prior written notice to the Respondent.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

#### **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.



2. Contractor must be in compliance with all applicable State and Federal Worker' Compensation Laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

### **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this agreement.

### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry Commercial General Liability insurance against claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the Contractor.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement (Project Aggregate). If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall be endorsed to include the following:
  - 1.) Premises – Operation Liability
  - 2.) Occurrence Bodily Injury and Property Damage Liability
  - 3.) Independent Contractor's Liability
  - 4.) Completed Operations and Products Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for the length of project.



## INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
a.) State	Statutory
b.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence for Products and Completed Operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence
5. Professional Liability	\$1,000,000

## NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Respondent's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Respondent becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

## INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this contract.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.**

## CERTIFICATE OF INSURANCE

1. Certificates of Insurance indicating the project name, number, evidencing all required coverage, and if applicable any State of Florida approved Workers' Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa



County, 5479-A Old Bethel Rd, Crestview, Florida, 32536.

2. The Contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium).
3. In the event the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Respondent required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Respondent of any responsibility under this contract.

Should the Respondent engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Respondent hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Respondent under all the foregoing policies of insurance.



## **UMBRELLA INSURANCE**

The Respondent shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.