

# VENDOR CONTRACT

Between \_\_\_\_\_ and

(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

PROFESSIONAL SERVICES

CONTRACT NUMBER 3042816

## General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. 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 shall control.

### Definitions

**PURCHASE ORDER** is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

**PREMIUM HOURS** are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

**REGULAR HOURS** are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

## Terms and Conditions

### Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

### Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

### Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

### Contracts

**All contracts and agreements** between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

**Contracts for purchase** will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

**Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings.

### Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

### **Assignments of contracts**

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

### **Disclosures**

1. Vendor 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.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor 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.

### **Renewal of Contracts**

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

### **Shipments**

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

### **Payments**

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

## Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

## Participation Fees

Vendor or vendor assigned dealer contracts to pay the participation fee for all contract sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

## Indemnity

1. **Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and

hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

**Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.**

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

**Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

**State of Texas Franchise Tax**

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

**Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

**Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

**Cancellation for non-performance or contract deficiency**

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;

- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. 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 awarded vendor under this contract shall become the property of the TIPS Member on demand.

#### **TIPS Member Purchasing Procedures**

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase Order is emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

#### **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 vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

#### **Licenses**

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop

work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

### **Novation**

If awarded vendor 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. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

### **Site Requirements (when applicable to service or job)**

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS 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.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded 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 TIPS Member's discretion.

Awarded 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.

Safety measures: Awarded 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. Awarded vendor shall post warning signs against all hazards created by the 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.

### **Smoking**

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

### **Invoices**

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

## **Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

## **Supplemental agreements**

The entity participating in the TIPS 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. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

## **Legal obligations**

It is the responding vendor'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 thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

## **Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 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. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to 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 8 ESC or TIPS.

## **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 fully 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.



## **Services**

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

## **Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

## **Project Delivery Order Procedures**

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

## **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

## **Support Requirements**

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

## Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
  - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
  - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

( ) We take no exceptions/deviations to the general and/or special 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 and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

[illegible]

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Kim Thompson Coordinator of Office Operations	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	Kim.Thompson@tips-usa.com			Contact
Phone	(903) 575-2608	Contact	Kim Thompson, TIPS Office Manager	Department
Fax	(866) 929-4402			Building
Bid Number	3042816			
Title	Professional Services	Department		Floor/Room
Bid Type	RFP	Building		Telephone
Issue Date	2/1/2016 08:01:01 AM (CT)			Fax
Close Date	3/11/2016 03:00:00 PM (CT)	Floor/Room		Email
Need by Date		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

## Supplier Information

Company	SR Products
Address	1380 Highland Road
	Macedonia, OH 44056
Contact	Cyndi Strunk
Department	SRPSG
Building	
Floor/Room	
Telephone	1 (330) 998-6500
Fax	1 (330) 998-6600
Email	cstrunk@simonroofing.com
Submitted	2/24/2016 02:40:14 PM (CT)
Total	\$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Cyndi Strunk

Email cstrunk@simonroofing.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Simon Roofing, now in its second century of continuous operation, offers a full line of Roofing Services. With historical data not available to most in our industry, we provide a comprehensive, unbiased approach to assist our clients in the management of their roofing assets. From preliminary roof evaluations to complete solution designs, construction administration and project management to on-site installation monitoring, our services are tailored to allow property owners the ability to maximize the performance as well as return on their investments. Specializing in the installation and manufacturing of the highest quality roofing, waterproofing and flooring products available, Simon Roofing is uniquely qualified to provide a variety of services necessary in maintaining the integrity of your building systems. With over fifty offices throughout the United States we are committed to providing state-of-the-art technology, unique and time tested products and unparalleled asset management tools which have propelled the company into a leading position in the industry. Our clients represent every sector of the industrial and commercial building environment including local and federal government contracts throughout the fifty states. Our diverse experience with every major manufacturer in the industry provides us the ability to evaluate all types of systems including BUR, Modified, Single Ply, Hybrid Modified BUR, restored membranes, Standing Seam Metal,

			Green Roofs and various specialty systems
6	Primary Contact Name	Primary Contact Name	Cyndi Strunk
7	Primary Contact Title	Primary Contact Title	VP Operations/Finance, SRPSG
8	Primary Contact Email	Primary Contact Email	cstrunk@simonroofing.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	3309986500
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	3309986600
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	3306074813
12	Secondary Contact Name	Secondary Contact Name	Mike Perry
13	Secondary Contact Title	Secondary Contact Title	VP Sales
14	Secondary Contact Email	Secondary Contact Email	mperry@simonroofing.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	7574340674
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	7574969182
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	7574340674
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Cyndi Strunk
19	Admin Fee Contact Email	Admin Fee Contact Email	cstrunk@simonroofing.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	3309986500
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Cyndi Sturnk
22	Purchase Order Contact Email	Purchase Order Contact Email	cstrunk@simonroofing.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	3309986500
24	Company Website	Company Website (Format - www.company.com)	www.simonroofingproducts.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	34-1430114
26	Primary Address	Primary Address	1380 Highland Road
27	Primary Address City	Primary Address City	Macedonia
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	OH
29	Primary Address Zip	Primary Address Zip	44056
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Roofing, Leaks, EPDM, BUR, Flashing

31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Plano
34	Company Residence (State)	Vendor's principal place of business is in the state of?	TX
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	3
44	Years Experience	Company years experience in this category?	115
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
46	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

Line Items	
Response Total:	\$0.00



## 2 CFR PART 200 Contract Provisions

### **Required Federal contract provisions of Federal Regulations for Contracts**

The following provisions are required to be in place and agreed if the procurement is funded with federal funds. TIPS or its members are the subgrantee or subrecipient by definition in most cases. Not all provisions herein apply to all contracts. Compliance is required as it applies to the individual purchase contract.

#### **Appendix II to Part 200**

#### **Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

#### **2 CFR PART 200**

These contract provisions are incorporated by reference or attachment into all contracts with your company when TIPS or its members purchase is with federal funds if you respond to a TIPS competitive procurement request for proposals or bid..

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**Federal Rule (1) 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.**

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS or its members, TIPS or its members 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 CS Initial of Authorized Company Official

**Federal Rule (2) 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 (2) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the TIPS OR ITS MEMBERS. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES CS Initial of Authorized Company Official

**Federal Rule (3) 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."**

## 2 CFR PART 200 Contract Provisions

Pursuant to Federal Rule (3) above, when federal funds are expended by TIPS OR ITS MEMBERS, for all construction contracts awarded by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award, when federal funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with Equal Opportunity Employment laws specifically Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Does vendor agree? YES CS Initial of Authorized Company Official

**Federal Rule (4) 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 (4) above, when federal funds are expended by TIPS OR ITS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES CS Initial of Authorized Company Official

**Federal Rule (5) 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 (5) above, when federal funds are expended by TIPS OR ITS MEMBERS, the proposer certifies that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES CS Initial of Authorized Company Official

**Federal Rule (6) 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

## 2 CFR PART 200 Contract Provisions

**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 (6) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES CS Initial of Authorized Company Official

**Federal Rule (7) 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 (7) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES CS Initial of Authorized Company Official

**Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (see 2 CFR 180.220) must not be made to parties listed on the governmentwide 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 (8) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Does vendor agree they are not debarred as specified above ? YES CS Initial of Authorized Company Official

**Federal Rule (9) 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 (9) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term and after the awarded term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies to the terms included or referenced in Federal Rule 9 above.

## 2 CFR PART 200 Contract Provisions

Does vendor certify to the provisions in Federal Rule (9) above? YES CS Initial of Authorized Company Official

**Federal Rule (10) 2 CFR 200.233 Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.**

Pursuant to Federal Rule (10) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that the awarded vendor retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES CS Initial of Authorized Company Official

**Federal Rule (11) 2 CFR §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state 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. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]**

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Procurement of recovered materials which are listed above.

Does vendor agree they will comply? YES CS Initial of Authorized Company Official

Company Name Simon Roofing and Sheet Metal Corp., dba SR Products

Print name of authorized representative Cyndi Strunk

Signature of authorized representative 

Date 2/22/2016

Signature above acknowledges all provisions in this four page document and the vendor/proposer/bidder responses herein to the 11 rules.

**Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

If the TIPS member anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

**1. Will you be subcontracting any of your work under this award if you are successful?**

(Check one)

☒ YES or ☐ NO

**2. If yes, do you agree to comply with the following federal requirements? (Check one)**

☒ YES or ☐ NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Simon Roofing and Sheet Metal Corp., dba SR Products

Name of authorized representative Cyndi Strunk

Signature of authorized representative *Cyndi Strunk*

Date 02/22/2016

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**SUSPENSION OR DEBARMENT CERTIFICATE**

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**Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.**

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.

**Vendor Name:** Simon Roofing and Sheet Metal Corp., dba SR Products

**Vendor Address:** 1380 Highland Road; Macedonia, OH 44056

**Vendor E-mail Address:** cstrunk@simonroofing.com

**Vendor Telephone:** 330-998-6500

**Authorized Company Official's Name:** Cyndi Strunk

**Signature of Company Official:** 

**Date:** 2/22/2016

## CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: Simon Roofing and Sheet Metal Corp., dba SR Products

Mailing Address: 1380 Highland Road

City: Macedonia


State: OH

Zip: 44056

Telephone Number: (330) 998-6500

Fax Number: (330) 998-6600

Email Address: cstrunk@simonroofing.com

Authorized Signature: 

Printed Name: Cyndi Strunk

Position: VP Operations/Finance, SRPSG

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.



TIPS Authorized Signature

4-28-2016

Date



4-28-2016

Approved by Region VIII ESC

Date

References
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**\*\* Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
Prince George's County Fire Association	Glenn Dale	MD	Lee Lutz	301-805-2400
University of Texas - Dallas	Richardson	TX	Steve Lyles	972-883-2141
Veteran's Administration Med Center	Dublin	GA	Scott Holley	478-272-2100
US Postal Service	Lexington	KY	Gerald Gast	502-254-1498





# 2015 QUALIFICATION STATEMENT

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## CORPORATE HEADQUARTERS

Simon Roofing and Sheet Metal Corporation  
70 Karago Ave. Youngstown, OH 44512-5949  
PHONE: 330.629.7663  
TOLL FREE: 800.523.7714  
FAX: 330.629.7399  
EMAIL: [reply@simonroofing.com](mailto:reply@simonroofing.com)  
WEB: [www.simonroofing.com](http://www.simonroofing.com)

# COMPANY HISTORY

## REBUILD, PROTECT & RESTORE – ROOFS, CONCRETE AND MORE

Simon Roofing is well into its second century of continuous operation. Founded in 1900 by Alex Simon, Simon Roofing is now managed and operated by the third and fourth generations of the Simon family. Over the decades, Simon Roofing has witnessed an astonishing period of growth – from a single office serving one local area and one aspect of business to a nationwide, multi-faceted company, with hundreds of employees and 64 locations across the United States.

During the early 90s, we began manufacturing our own innovative products through Simon Products. Our market differentiation as both the contractor and manufacturer is that we're one-in-the-same. We stand behind the products we manufacture and install, and we're responsive and accountable to any issues that arise. We also self-perform. In fact, we self-performed more than 99% of service work on a national level last year.

Through further expansion, Simon Roofing is now one of three distinct affiliate companies under the Simon Solutions umbrella, a name that accurately describes our business. We've grown to be more than roofs. We're a trusted resource for all of your commercial roofing, concrete restoration and floor resurfacing needs.



# FROM THE PRESIDENT

"I take great pride in our company's unchanging reputation for honesty, integrity, and caring about its employees and customers."

Working with the third and fourth generations of Simon professionals, I take great pride in our company's unchanging reputation — established over the course of more than a century of continuous operation — for honesty, integrity, and caring about its employees and customers.

Each of these qualities is also reflected in our company's commitment to safety. Our employees are our most important resource so extensive training in safe work practices begins the moment they are hired and continues throughout their careers at Simon Roofing. At the same time, we continually assess our work methods and look for ways to bring even greater safety to our jobsites and to the materials and equipment we use.

Simon employees are encouraged to take an active role in promoting safety, and their suggestions are welcomed and rewarded. They are also required to immediately report any unsafe conditions on the jobsite to their supervisor. If immediate corrective action is not taken, they must contact Simon's Safety and Health Manager.

This tireless focus on safety also benefits our customers, who can rest assured that their own risk of liability for job related accidents — as well as the downtime these incidents bring about — are greatly reduced.

Please review the information contained in this publication carefully. If you have additional questions, please don't hesitate to contact Alex Simon, Owner, at 800.523.7714 or myself at 800.325.3592.



Stephen J. Manser  
President/Chief Executive Officer  
Simon Roofing

# FINANCIAL & INSURANCE INFORMATION

## Financial Information

### ✓ **Primary Banking Institution**

PNC Bank  
100 East Federal St.  
Youngstown, Ohio 44503

### ✓ **Independent Auditors**

Pease & Associates, Inc.  
1422 Euclid Avenue, Suite 801  
Cleveland, Ohio 44115

### ✓ **Dun's Number**

11-303-3765

### ✓ **Bonding Capacity**

\$50,000,000.00+

## References

### ✓ **Trade References**

Banner Supply  
MBCI  
Hertz Equipment Rental

### ✓ **Bank References**

PNC Bank  
100 East Federal St.  
Youngstown, OH 44503

## Insurance

### ✓ **SURETY (Surety and Bonding)**

CNA Surety (Western Surety Co.)

### ✓ **CASUALTY INSURANCE BROKER**

Althans Insurance Agency, Inc.  
543 E. Washington St.  
Chagrin Falls, OH 44022  
440.247.6422  
www.althans.com

### ✓ **SURETY BROKER**

Althans Insurance Agency, Inc.  
543 E. Washington St.  
Chagrin Falls, OH 44022  
440.247.6422  
www.althans.com

### ✓ **CASUALTY INSURANCE CARRIER**

Liberty Mutual – Workers' Compensation and  
General Liability  
Cincinnati Insurance – Automobile

### ✓ **CASUALTY POLICY LIMITS:**

Workers' Compensation – Statutory  
Automobile Liability – \$2,000,000  
General Liability – \$1,000,000 per occurrence  
General Liability – \$2,000,000 aggregate  
Umbrella Liability – \$50,000,000  
Professional Liability – \$1,000,000

# EXECUTIVE OFFICERS

## Alex J. Simon Owner

The namesake of the founder of Simon Roofing, Alex Simon represents the third generation of the Simon family to continue the tradition of unparalleled roofing expertise with 48 years of experience in the business. Alex is a 1974 graduate of Youngstown State University with a bachelor's degree in Chemistry. He is a member of the National Roofing Contractors Association (NRCA). Alex is the founder of the SR Products line of roofing coatings and facility products.

## James J. Simon Owner

As a grandson of Alex Simon, who founded Simon Roofing in 1900, James Simon grew up in the roofing industry, and his experience now totals 42 years. He attended Youngstown State University and is a member of the National Roofing Contractors Association (NRCA). He has completed NRCA's Total Quality Management Program.

## Jessica Simon Owner/General Counsel

Jessica Simon is continuing the tradition of providing unparalleled service to our customers as part of the fourth generation of Simon Roofing owners. Jessica joined Simon Roofing in 2010 as General Counsel. Prior to joining Simon Roofing, Jessica gained valuable experience as an Associate at McCarthy, Lebit, Crystal & Liffman Co., L.P.A. in Cleveland, Ohio, and as a judicial intern for the Seventh District Court of Appeals for the State of Ohio. Jessica graduated from Cleveland-Marshall College of Law and is admitted to practice as an attorney in the State of Ohio, as well as before the United States Tax Court and the United States District Court for the Northern District of Ohio. Jessica is also actively licensed as a Certified Public Accountant. She earned a Bachelor of Science degree in Business Administration from The Ohio State University and a Master of Business Administration degree from Case Western Reserve University. As a firm believer in community service and involvement, Jessica serves on the Alumni Board at Cardinal Mooney High School, and is committed to her volunteer work at the Beatitude House in Youngstown, Ohio. Jessica is an active member of the American Bar Association, the Ohio State Bar Association, the American Institute of Certified Public Accountants, the Ohio Society of CPAs and the National Roofing Contractors Association.

## Anthony R. Vross Owner

Anthony Vross has 38 years of experience in the roofing industry in executive administration, manufacturing, operations, distribution, sales and marketing. He has brought many new concepts and technologies to the industry. He also invented and held a patent to the Fume Recovery System, which was used nationwide for roofing projects in odor sensitive environments, and was a pioneer in developing one of the first online roof management and service programs. He has authored several articles in national publications such as Shopping Center Business, Commercial Building Magazine, Facility Management Journal, PRSM Magazine and Retail Facility Business magazine. He has been a speaker for the Professional Retail Store Maintenance (PRSM) association and the Restaurant Facility Management Association (RFMA). Anthony holds a Bachelor of Science degree in Business Administration from Youngstown State University. He is president of Glacier Sports Inc. and Canfield Diamond Backers, both charitable organizations. He is also a member of the board of directors at Cortland Banks.



# EXECUTIVE OFFICERS

## Chelsea Vross

### Owner/Organizational Leadership

Chelsea Vross is among Simon's fourth generation, who is continuing the Simon Roofing tradition. Chelsea holds a Bachelor of Science degree in Business Administration from the University of Mount Union and a Master of Arts degree in Organizational Leadership from Malone University. She is currently pursuing a Doctorate in Business Administration from Capella University. Chelsea oversees the departments of safety and human resources under one umbrella called the Organizational Leadership and Development Department. She develops and implements programs to align the workforce and key business initiatives that support the accomplishment of corporate, business and developmental objectives.

## Allison Vross

### Owner / Regional Marketing

Allison Vross is a member of Simon's fourth generation. Allison is a 2014 graduate of Duquesne University with a bachelor's degree in Business Administration with a specific focus in Marketing. She is also in the process of obtaining a Master of Business Administration degree at Youngstown State University. Allison is responsible for establishing and fulfilling regional marketing and promotional programs for sales representatives throughout its regional markets across the United States.

## Stephen J. Manser

### President, CEO

Stephen Manser oversees the day to day management decisions of Simon Roofing. With more than 33 years of roofing experience, he has vast knowledge of all phases of the industry, including estimating, installation, quality control, sales, products, service, administration and distribution. He was instrumental in the start-up and implementation of the metal roofing division of Simon Roofing. Stephen holds a bachelor's degree in Business Administration from Muskingum University and is listed in Who's Who Among American Business Executives. He has spoken and written about many roof-related topics for both manufacturers and consultants.

## Steve Harnish

### President, SR Products Solutions Group

Steve Harnish has more than 35 years of experience in the roofing industry. He has been involved in all facets of the roof manufacturing business from sales to operations and is currently in charge of all facets of the business regarding SR Products Solutions Group, a division of Simon Roofing. Past memberships have included Roof Consultants Institute (RCI), Construction Specifications Institute (CSI) and the National Roofing Contractors Association (NRCA). He recently received a certificate for completing a course with Everblue to be a LEED Green Associate and is a facilitator for the AIA CEU Certification Program.

## Michael J. Dohar

### COO

Michael Dohar is the Chief Operating Officer (COO) of Simon Roofing and its sister company, SR Products. He joined Simon Roofing in 2008 as General Manager of the SR Plant and was promoted in 2013 to Vice President of SR Products. He brought with him many successful years of experience from BF Goodrich Chemical and OMNOVA Solutions where he served as Director of Operations. A graduate of Youngstown State University with a B.E. in Chemical Engineering, Michael also attended Case Western Reserve University Weatherhead School of Management and earned several business management certificates, as well as Lean Six Sigma Green Belt. Michael is a member of RCMA (Roof Coating Manufacturers Association), AIChE (American Institute of Chemical Engineers) and CRRC (Cool Roof Rating Council).

## Stephen E. Duke

### CFO

Prior to joining Simon Roofing in October, 2003, Stephen Duke was Vice President of Finance/Controller for Transtar Industries, a \$200 million Walton Hills, Ohio global distributor/manufacturer of transmission parts, paints, and accessories. From 1978 to 1996, he worked for a global \$300 million manufacturer of specialty chemical products servicing the construction, industrial and consumer marketplace. He held various financial positions within five different divisions while working there. Stephen holds a Bachelor of Science degree in Business Administration from John Carroll University as well as an EMBA from Baldwin-Wallace College.

# SIMON ROOFING

## REPAIRS & RESTORATIONS ■ ROOF ASSET MANAGEMENT ROOF REPLACEMENTS

For more than 110 years, Simon Roofing has been leading the way in the manufacturing, installation and service of high-quality commercial roofing solutions. Whether a client is in need of a roof repair, roof restoration, roof replacement or simply needs a roof inspection and diagnostic services, Simon Roofing has the knowledge, skills and expertise to deliver efficient and innovative commercial roofing solutions.

Now one of the nation's largest and most vertically integrated commercial roofing companies, Simon Roofing is able to provide customers consistent quality because it handles every aspect of the roofing process – from manufacturing and specifications to installation and service – for just about any type of commercial, industrial, government and institutional roof throughout the country. From a single building location to extensive building portfolios located across the country, Simon Roofing has multiple roofing systems and a roof asset management program designed to extend a roof's service life, lower its life cycle costs and attain budget certainty.

Knowing that roof leaks cannot always wait to be repaired, Simon also maintains a 24/7 Emergency Services Center, which is ISO 9001:2008 certified, to assure customers prompt, professional service when it's needed most.



24/7/365 Emergency Services Center  
866.641.7663 / [callcenter@simonroofing.com](mailto:callcenter@simonroofing.com)



# INDUSTRIES SERVED

## Retail

A&P	Dillards	Meijer	Sonic Restaurants
Albertsons	Discount Tires	Men's Warehouse	Staples
BP Arco	Extra Space Storage	Murphy Oil USA	Sunoco
Benihana	Family Dollar	O'Reilly Auto Parts	Taco Bueno
Big 5 Sporting Goods	Gold's Gym International	Penske	Tire Kingdom/NTB Tire
CEC Entertainment	Golfsmith	Pep Boys	Toys R Us
Celebration Restaurant Group	Grey Hound	Pilot Flying J	U-Haul
Childcare Network	HD Supply	Quick Chek	Union Pacific
Circle K	HEB	Rainbow Apparel Company	United Rentals
Costco	Holiday Inn	Red Robin Gourmet Burgers	Valvoline
Cracker Barrel	Holiday Stationstores	Sears Holdings	Whataburger
CVS	Les Schwab Tire	Shopko	
Darden Restaurants	Macy's	Smokey Bones	

## Manufacturing

Alcoa, Inc.	Jabil
Aleris	Kenworth
Boeing	Little Tikes
BP Lubricants USA	Osram Sylvania
Coca-Cola Bottling Co.	PPG
Con Linvatec	Shell Chemical
Diamond Innovations	Sonoco
Dow Chemical	Sony Electronics
EXXON	Timken
Folgers Coffee	Welch's
Fruit of the Loom	Westinghouse Nuclear Power
International Paper	Worthington Industries

## Government

Air National Guard  
 Department of the Interior  
 Department of Justice  
 DOD – Air Force  
 DOD – Army  
 GSA  
 National Park Service  
 US Army Reserve  
 United States Post Office  
 US Army Corps of Engineers

## Real Estate

Allegiance Realty Corporation	HSA Commercial Real Estate	Weingarten Realty Management Co.
Carlson Real Estate	Johnson Controls, Inc.	Windrush Properties, Ltd.
CB Richard Ellis	Kimco	
Cushman & Wakefield	Kin Properties, Inc.	
East Group Properties	Lexington Corporate Properties	
Easton & Associates, Inc.	Phillips Edison	
Equity One, Inc.	Prime Retail	
Forest City	Signature Flight Support	
Holladay Properties, Inc.	United Capital Corp.	

## Health Care

Allegheny General Hospital	Southwest General Hospital
Butler Health Systems	Tulane University Health
Cardinal Health	Sciences Center
East Liverpool City Hospital	UPMC – Children's Hospital
Georgia Southern University	
Grady Memorial Hospital	
McKeesport Hospital	
Parrish Medical	
Rockdale Medical Center	
Sharon Regional Health Systems	

## School Systems

Canfield Local Schools  
 Logan Elementary Local Schools  
 Wake County, NC Schools  
 Youngstown, OH Schools

# A FEW OF OUR RAVING FANS

## Ruby Tuesday, Inc.

"Simon Roofing has provided roof inspections, repairs and replacement options for our existing roofs at Ruby Tuesday for several years. They do an excellent job providing us with detailed, accurate information which allows us to make the best business decision possible for Ruby Tuesday. Their customer support group at multiple levels does an excellent job of communicating with both our Corporate and restaurant teams. Ruby Tuesday and Simon Roofing have a strong partnership and we expect it to continue for many years to come." – Kevin Carringer, Dir. of Support Services Operations

## Packaging Solutions – International Paper

"Simon Roofing has exceeded our expectations with their knowledge of roof system construction, materials, local codes, quality and scheduling. They consistently go above and beyond during a project and communicate throughout, eliminating last-minute extras." – Brian Chenette, Purchasing Engineer

## TBC Retail Group (Tire Kingdom)

"Simon Roofing's cost reduction program has yielded our company fantastic results, as our year to year cost per store was reduced considerably. Simon's investment in the latest technology, as well as ever-efficient program, has made Simon Roofing one of our best national vendors/partners. Simon is well ahead of the curve, compared to other roofers we have used in the past." – John Costa, Senior Project Manager

## TDI Equipment Resources

"Even though we have all different types of roofs, Simon Roofing always seems to find a solution to any issue we have. They have always done a great job with communication, and we are glad to have a company that has expertise in the entire building envelope." – Joe DiBenedetto, Property Manager

## U.S. Army Corps Of Engineers

"The Simon Roofing team showed a great deal of professionalism, attention to detail and a desire to get the job done right. The 'same team' attitude exhibited by employees was outstanding. Simon Roofing never lost sight of their mission and goals, ensuring my position as team leader be as stress free as possible. They diligently enforced safety requirements for working crews and exhibited the greatest cooperation in ensuring complete satisfaction with roof applications and repairs. I can personally recommend Simon for future projects where teamwork and hard work are required." – Quality Assurance Inspector

# SIMON SURFACES

## **GAS ISLAND RESTORATIONS ■ CONCRETE REPAIRS WATERPROOFING & RESURFACING ■ EPOXY & RUBBER FLOORING**

Simon Surfaces, an affiliate of Simon Roofing, offers a variety of concrete repair and floor resurfacing systems, with more than 110 years of backing.

Simon Surfaces' concrete repair services provide quick and permanent solutions for repairing and rebuilding cracked or damaged concrete, gas islands and light post foundations. There is no need to remove existing foundations, plus the systems are two to three times stronger than standard concrete, display excellent wear characteristics and are resistant to chemicals, gas, oil and salt.

With Simon Surfaces' unique line of decorative commercial flooring systems, the flooring at your facility can go from plain, gray concrete to colorful and durable.

For industrial settings, such as chemical plants and warehousing facilities, Simon Surfaces' industrial floor coatings provide high performance and durability designed for demanding service conditions.

Simon Surfaces' Coatings and Lining systems are custom-engineered waterproof systems that are impervious to chemicals, water, ice and snow and require little maintenance, making them ideal for plaza and parking decks.

When it comes to concrete repair and floor resurfacing, Simon Surfaces has you covered.



**BEFORE**



**AFTER**

### **A LOOK AT OUR CUSTOMERS**

- |                                     |                                   |                           |
|-------------------------------------|-----------------------------------|---------------------------|
| ▪ Beaver Falls Area School District | ▪ JC Penney                       | ▪ Molo Big 10 Marts       |
| ▪ Canfield Area School District     | ▪ Johnson Junction                | ▪ Muirfield Country Club  |
| ▪ Casey's General Stores            | ▪ Kelly Williamson                | ▪ Panera Bread            |
| ▪ Circle K                          | ▪ Kenworth Truck                  | ▪ Pilot                   |
| ▪ Extra Space Storage               | ▪ Kimco Property Management       | ▪ RA Sushi                |
| ▪ Frank Griffin Oil Company         | ▪ Kum and Go                      | ▪ Riley Petroleum         |
| ▪ Gate Petroleum                    | ▪ Lehigh Gas                      | ▪ Schreiner's Mobil       |
| ▪ Giant Eagle/Get Go                | ▪ Lennix Auto Group               | ▪ Scioto Country Club     |
| ▪ Go Mart                           | ▪ Max & Erma's                    | ▪ Taylor Mill Blue Pantry |
| ▪ Irving Oil                        | ▪ Meijer                          | ▪ Tri Star Marketing      |
| ▪ Jay Petroleum                     | ▪ Mid Atlantic Convenience Stores |                           |

# SIMON PRODUCTS

## MANUFACTURING ■ TESTING & ANALYSIS NEW PRODUCT DEVELOPMENT

Through our ISO 9001:2008 certified manufacturing facility and state-of-the-art laboratory, SR Products (AKA Simon Products) designs, tests and develops advanced repair and restoration coatings and cements for commercial roofs and structural concrete. These products not only meet, but exceed industry standards. This integration of manufacturing for Simon began in the 90's and has continued to grow with its newest plant opening in 2010.

Whether a client wants to reduce energy costs with a cool roof, find a cost-effective alternative to roof replacement or consider a durable solution for deteriorated concrete, SR Products has innovative commercial products and systems to meet their needs.

The SR Products manufacturing facility incorporates contemporary "LEAN manufacturing" principles focused on minimal waste and maximum productivity. Included in these principles are intense quality control standards for both incoming raw materials as well as finished goods. These standards ensure our products are produced consistently from batch to batch. The manufacturing facility also strives to not only meet, but exceed EPA and OSHA regulations, as safety remains Simon's #1 core value.

When it comes to testing the strength, durability and performance of our products, SR Products is a national leader. While other companies may test individual components of a product, SR Products tests the entire system assembly as it will be installed on the roof. This extensive testing provides accurate results that are truly indicative of the system's performance in the real world. In addition to our own rigorous standards, SR Products also utilizes independent third-party testing to ensure our products continually meet the ever-changing regulatory demands of our industry.

### Affiliations

- Cool Roofing Rating Council (CRRRC)
- ENERGY STAR
- FM Global
- National Roofing Contractors Association (NRCA)
- Roofing Coatings Manufacturers Association
- Miami Dade County Florida Building Department
- Underwriter Laboratories
- International Standard for Organization (ISO)
- ASTM International
- Florida Building Code
- Youngstown State University

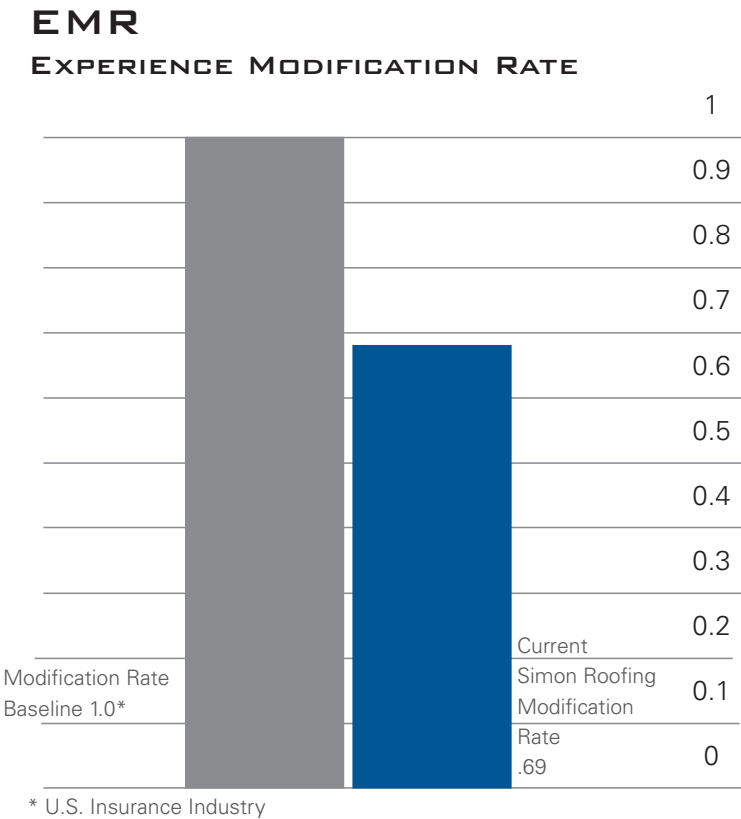
# SAFETY STATEMENT

**“SAFETY IS #1 AMONG OUR CORE VALUES.”**

Safety remains a priority in every aspect of our business. Simon Roofing is very proud of its safety record, which continues to be better than most in the roofing industry. The most reliable indicator of a company’s safety record is its Experience Modification Rate. This figure is derived by the insurance industry using a complex formula that takes into account many factors, including payroll, man hours worked and various losses that can be

attributed to the industry as a whole. Any figure higher than 1.0 is a debit modification and will result in higher insurance premiums. Figures below 1.0 are credits and result in lower premiums. Simon’s present Experience Modification Rate of .69 is a testament to Simon’s commitment to continuously monitoring and looking for ways to improve our safety record. We strive to always provide a work environment (at our offices and on our jobs) that is

inherently safe and free from all recognizable hazards and situations that could result in injury or illness to our employees. In accordance with this value, we develop a Site Specific Safety Plan when necessary. Otherwise, each job begins with the completion of a Job Safety Analysis (JSA) that is first reviewed, depending on the task, by either the Service or Operations Manager and then by the Simon Roofing Environmental Health & Safety Department.



# SAFETY PROCESSES

Safety is #1 among our core values. All core values, proper processes and safety manual are reviewed during new employee orientation and safety training to assure the importance of practicing safety is outlined in detail. Our safety manual stands as a ready reference at all times whenever Simon Roofing personnel are on the job. Topics include, but are not limited to:

- Fall Protection Policy
- Drug and Alcohol Policy and Procedures
- Hazard Communication Policy
- Manual Lifting Policy
- Personal Protective Equipment
- General Operating Policies and Procedures
- Electrical and GFCI
- Propane Cylinders
- First Aid Procedures
- Hoist Safety
- Ladder Safety
- Accident/Incident/Near-Miss Reporting
- Disciplinary Measures for Safety Violations
- Respiratory Protection Program
- Kettle and Tanker Operation Safety
- Fleet Safety Management



## SAFETY TRAINING AT SIMON

### ● Laborers

All new workers hired by Simon Roofing go through a facilitated, web-based, interactive safety orientation process that typically lasts five to six hours. Written materials, including the Simon Safety Manual and a guide on how to read Material Safety Data Sheets and current Safety Data Sheets, are introduced and reviewed. The training culminates with a series of tests that are designed to show understanding and mastery of critical safety topics. All Simon employees receive ongoing safety training through weekly “Toolbox Talk” sessions, which are led by a Safety Coordinator on the jobsite. Topics range from general safety concerns to specific ones that may arise due to the nature of the jobsite or the work being performed. Specialized training for such tasks as Aerial Lift Operations, Powered Industrial Truck is provided, documented and tracked for any employee required to perform such tasks.

### ● Supervisory personnel

Simon Safety Coordinators have participated in the Simon Safety Outreach Program, a comprehensive, 30-hour OSHA-approved course taught by Simon’s Safety and Health Manager. Simon superintendents and foremen have completed an OSHA-approved 20-hour course.

# ON-SITE SAFETY

## SITE INSPECTIONS

Job safety is really the product of two factors — the training Simon personnel receive and conditions at the site where they're working. To ensure that conditions are optimal for safety, all Simon Roofing jobsites are inspected on an ongoing basis as follows:

- ✓ **Pre-Job:** The Operations Manager, General Manager or Safety Coordinator walk the jobsite with the Project Manager and/or Foreman. While the latter are viewing the site from the standpoint of equipment and materials needed to perform the roofing job, the Safety Coordinator is looking at the particular safety challenges it may pose and what additional equipment and procedures may be necessary to ensure safety.
- ✓ **Daily:** The Safety Coordinator's everyday function is to assess the jobsite to ensure all safety requirements are being met at all times.
- ✓ **Periodic:** General Managers and Operations Managers, who also have safety training, typically visit every Simon job in progress at least weekly.
- ✓ **Unannounced:** Unannounced inspections are handled primarily through Simon Roofing's insurance company, independent of any involvement by Simon personnel. Simon Roofing's Health and Safety Director also conducts random inspections at Simon jobsites.

## ON-SITE SAFETY

### Hazard Communication

Before any roofing job gets underway, Simon ensures that all Material Safety Data Sheets or Safety Data Sheets relating to a job are accessible either on site or electronically.

### Simon Safety Coordinator

A Simon Safety Coordinator is present with the crew during all working hours on most larger jobs. The Safety Coordinator's only job function is to make sure the site is properly prepared and workers are properly equipped. He or she completes a detailed log on a daily basis that notes any safety-related incidents involving workers or equipment on-site.

- ✓ **OSHA inspections:** All jobsites are subject to random inspections by OSHA at any time. Heavy fines may be incurred if safety deficiencies are noted, documents are unavailable or personnel are found to be inadequately trained.

**Questions regarding Simon Roofing's safety initiatives and practices can be directed to Walter C. Fluharty, PSY.D, CECS, Director, Environmental Health & Safety at 800.523.7714 ext. 1121, 330.716.5730 or [wfluharty@simonroofing.com](mailto:wfluharty@simonroofing.com).**



## SIMON ROOFING CREED

Our top priority is to provide exceptional service to our customer. If we should stumble along the way, someone, anyone must immediately step up, take charge and care for the customer in any way possible. We will hold this behavior in the highest regard.

**The bottom line: If we falter, our customer will never suffer!**

## Service Centers

Akron • Albany • Amarillo • Atlanta • Baltimore • Baton Rouge • Birmingham • Boston • Buffalo • Charlotte  
Chicago • Cincinnati • Cleveland • Columbus • Dallas • Denver • Des Moines • Detroit • Grand Rapids  
Harrisburg • Hartford • Houston • Indianapolis • Jacksonville • Kansas City • Las Vegas • Los Angeles  
Louisville • Lubbock • Manchester • Memphis • Miami • Milwaukee • Minneapolis • Nashville  
New Orleans • New York • Norfolk • Oakland • Oklahoma City • Omaha • Orlando • Pensacola  
Philadelphia • Phoenix • Pittsburgh • Portland • Providence • Raleigh • Sacramento • Salt Lake City  
San Antonio • San Diego • San Francisco • San Jose • Seattle • Shreveport • Spokane • Statesboro  
St. Louis • Tampa • Washington D.C. • West Palm Beach • Youngstown