

# **TIPS VENDOR AGREEMENT**

**Between** SR Products **and**  
(Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS),**  
a Department of Texas Education Service Center Region 8  
for  
**RCSP 180702 ROOFING (JOC)**

## **General Information**

The Vendor Agreement ("Agreement") 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 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement 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.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, 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. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement 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 Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addenda to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addenda possible.

## Terms and Conditions

### **Conflicts with RS Means Unit Price Book**

If the terms of the solicitation referenced RS Means Unit Price Book occur, the RS Means Book shall control if it determines legality of the solicitation award as it relates to the requisite Means Unit Price Book.

### **Freight**

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication.

### **Warranty Conditions**

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. 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.)

### **Agreements**

**Agreements for purchase** will normally be put into effect by means of a contract, agreement or 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 or as otherwise required by applicable statute or regulation.

**Other Wage Rates** may be required by some TIPS Members and acceptance of a project by the Vendor may require the Vendor to comply with the TIPS Member's required wage rate.

### **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

exempts or does not impose a tax on similar sales of items to this state or a political subdivision 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 of this state. Texas Tax Code § 151.309. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

### **Assignments of Agreements**

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or authorized Assignee.

### **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 Agreement.
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 Members 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 Agreement.

### **Renewal of Agreements**

The Agreement with TIPS is **for two (2) years with an option for renewal for additional two (2) consecutive one year terms years. Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute.** The option renewal year one shall be automatically renewed unless either party objects or terminates the agreement as provided herein at "**Termination for Convenience**". The Second one-year renewal term is only if both Parties agree.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement may incorporate an automatic renewal clause with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms are rendered void and unenforceable.

## **Invoices**

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order or contract by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

## **Pricing**

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase, except any price changes related to the, then current, RS Means Unit Price Book is valid. Price of a specific Job Order Contract proposal to a TIPS Member shall not change within 60 days of date of proposal as a result of an updated RS Means Unit Price Book unless agreed by the TIPS Member.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

## **Participation Fees**

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement 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 Agreement. Failure to pay the participation fee will result in termination of Agreement. 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**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, 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. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

## **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 Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

## **Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.

## **Termination for Convenience**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination for convenience provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement.

## **TIPS Member Purchasing Procedures**

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". 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 Agreement and Reporting**

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 to the TIPS Member. TIPS does not require a review a TIPS Member's Job Order contract TYPE AIA or other similar Contract provided by the TIPS Member. This clause does not relieve the Vendor from the responsibility to report the contract execution and the amount of the contract and any change orders.

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**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 Agreement. TIPS reserves the right to stop work and/or cancel Agreement 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 Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement 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 Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

**Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

**Supplemental agreements**

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement 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.

**Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this 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 Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

**Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases 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 order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members with 30 days'



notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. 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 to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably 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.

### **Bonding**

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. 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 costs are passed through at cost to the TIPS Member and are not subject to the TIPS Participation 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 or Contract.

### **Professional Engineering and Architect's Services**

Professional Engineering and Architect's Services are not permitted to be provided under this Agreement. Texas statutes prohibit the procurement of Professional Engineering and Architect's Services through a cooperative agreement.

### **Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member, Member's design professionals and Vendor. It is permitted for the TIPS Member to provide a general scope description, but the awarded vendor should provide a written scope of work, and if applicable, according to the TIPS Member's design Professional as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a PO and/or an Agreement or Contract with the Job Order Contract Proposal referenced or as an attachment along with bond and any other special provisions agreed by the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and/or an Agreement or Contract and shall take precedence over those in this base TIPS Vendor Agreement.



### **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 Agreement 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) may be accomplished when the TIPS Member issues a Purchase Order and/or an Agreement or Contract that will serve as “the notice to proceed” as agreed by the Vendor and the TIPS Member. 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 or a designated representative of the TIPS Member inspect the work for acceptance under the scope and terms in the Purchase Order and/or Agreement or Contract. 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 per the contractual requirements of the project with the TIPS Member. Any Construction contract prepared by the TIPS Member’s Legal Counsel may alter the terms of this subsection, “Scheduling of Projects”.

### **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.

### **Status of TIPS Members as Related to This Agreement**

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

### **Incorporation of Solicitation**

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

## **SECTION HEADERS OR TITLES**

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

### **NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.**

You certify that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

You certify that your 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 per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that pursuant to Texas Business and Commerce Code Chapter 272, as revised September 1, 2017, any construction contract or agreement as defined in the Statute with a TIPS, Education Service Center Region 8 or a Texas TIPS Member subject to the Statute shall include a Choice of Law provision providing that this agreement shall be subject to and interpreted by the Laws of the State of Texas without regard to any conflict of laws principles for any action shall be in a court of competent jurisdiction in Texas and any arbitration shall be in the State of Texas. Pursuant to the Texas Business and Commerce Code, as amended by the 85<sup>th</sup> Texas Legislature, this Construction Agreement for Job Order Contract services is, in the event of a dispute between the parties, subject to interpretation according to the Laws of the state of Texas only, without regard to any conflict of laws principles. Venue for any alternative dispute resolution procedure or process shall be in the state of Texas. If the dispute is litigated, venue and jurisdiction shall be in a court of competent jurisdiction in the state of Texas.

Pursuant to 85<sup>th</sup> Texas Legislative H.B. 3270, as it applies to Texas Education Code § 22.0834 et seq, the Vendor shall comply with all relevant sections related to student contact, background checks, fingerprinting and other related requirements.

## Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors 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.

- **Agreements:** All vendor Purchase Orders and/or Agreements/Contracts 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 Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor, bypassing the TIPS Agreement when the Member has requested the TIPS agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.

**Page 12 of 12 will be the TIPS Vendor Agreement Signature Page**

# TIPS Vendor Agreement Signature Form

RCSP 180602 Roofing (JOC)

Company Name Simon Roofing & Sheet Metal Corp., dba SR Products Solutions Group

Address 1380 Highland Road

City Macedonia State OH Zip 44056

Phone 330-998-6500 Fax 330-998-6600

Email of Authorized Representative cstrunk@simonroofing.com

Name of Authorized Representative Cyndi Strunk

Title VP Operations/Finance, SRPSG

Signature of Authorized Representative *Cyndi Strunk*

Date 7/26/18

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature *Meredith Barton*

Approved by ESC Region 8 *David Wayne Fitts*

Date 9/27/18

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe Vice-President of Construction	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com			Contact
Phone	+1 (903) 243-4759 x			
Fax	+1 (866) 749-6674 x	Contact	David Mabe, Vice-President of Construction	Department Building
Bid Number	180702			
Title	Roofing (JOC)			Floor/Room
Bid Type	RFP	Department		Telephone
Issue Date	7/5/2018 08:03 AM (CT)	Building		Fax
Close Date	8/17/2018 03:00:00 PM (CT)			Email
		Floor/Room		
		Telephone	+1 (866) 839-8477 x	
		Fax	+1 (866) 839-8472 x	
		Email	bids@tips-usa.com	

## Supplier Information

Company	SR Products (Simon Roofing & Sheet Metal Corp.)
Address	1380 Highland Road
	Macedonia, OH 44056
Contact	Cyndi Strunk
Department	
Building	
Floor/Room	
Telephone	(330) 998-6500
Fax	(330) 998-6600
Email	cstrunk@simonroofing.com
Submitted	8/7/2018 11:23:50 AM (CT)
Total	\$0.00

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

Signature Cynthia Lee Strunk Email cstrunk@simonroofing.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

**Bid Attributes**

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	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a> Proof of one or both may be submitted. 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? Select YES, ONLY if your company is licensed to work in all 50 states, or the state does not require a license; otherwise select NO.	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 clearly stands apart from its competitors. Specializing in the installation and manufacturing of the highest quality roofing and waterproofing products available, Simon Roofing prides itself in offering its clients a single source of responsibility. With over fifty offices throughout the United States we are committed to maintaining a safe and drug free environment. Simon's commitment to state-of-the-art technology, unique roofing products and unparalleled asset management tools have propelled the company into a leading position in the roofing industry. We provide a variety of solutions based on a building's actual needs whether it be preventative maintenance, repair, or roof replacement. Our clients represent every sector of the industrial and commercial building environment including local and federal government contracts throughout the fifty states.
6	Primary Contact Name	Primary Contact Name	Mike Perry
7	Primary Contact Title	Primary Contact Title	VP Sales
8	Primary Contact Email	Primary Contact Email	mperry@simonroofing.com

9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	757-434-0674
10	Primary Contact Fax	Enter 10 digit fax number. (No dashes or extensions) Example: 8668398477	757-496-9182
11	Primary Contact Mobile	Enter 10 digit mobile phone number. (No dashes or extensions) Example: 8668398477	757-434-0674
12	Secondary Contact Name	Secondary Contact Name	Cyndi Strunk
13	Secondary Contact Title	Secondary Contact Title	VP Operations/Finance, SRPSG
14	Secondary Contact Email	Secondary Contact Email	cstrunk@simonroofing.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	330-998-6500
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	330-998-6600
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	330-607-4813
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) Example: 8668398477	330-998-6500
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Cyndi Strunk
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) Example: 8668398477	330-998-6500
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	70 Karago Avenue
27	Primary Address City	Primary Address City	Boardman
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Ohio
29	Primary Address Zip	Primary Address Zip	44056



30	Search Words:	<p>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.)</p>	<p>Roofing, Rubberized Structural Cement, Leak Inspection, Emergency Repair, BUR, Thermoplastic, Tar, Elastomeric, Mastic, Cold-applied, Asbestos, Metal, Insulation, Single ply, Flashing, Polymer, Asphalt, Pitch pocket, Hot-applied, Built up, Cool Roof, Reflective, Epoxy, Polyurethane, Green Roof, Roof Replacement, Coal Tar, Torch, Aluminized, Sealant, Patch, Polyester, Solvent-free, Modified Bitumen, Flood Coat, Aggregate, Surface Coating, Inter-ply Adhesive, Base Sheet, Roof Substrate, Acrylic, Fire-rated, Polymer-modified, Energy Star, Cool Roof Rating Council, FM, UL, Non-fibrated, Fibrated, Siloxane, Skylight, VOC compliant, Solvent based, Primer, Metal roofs, Coating, Bituminous, Spray-able, Fiberglass, High tensile, Underlayment, Granular surface, Torch applied, APP, Mineral surfaced, Heat-welded, Elvaloy, Interply, SBS, Fleece backed, Surface membrane, Emulsion, Walk Tred, Pitch</p>
31	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	<p>Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant. Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?</p>	Yes
32	Yes - No	<p>Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:</p> <p>(A) has its principal place of business in Texas;</p> <p>OR</p> <p>(B) employs at least 500 persons in Texas?</p>	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Boardman
34	Company Residence (State)	Vendor's principal place of business is in the state of?	OH
35	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)

36	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
37	Regular Hours Coefficient	What is your regular hours coefficient for the RS Means Price Book? Example: A 5% discount for the RS Means Price Book would be a .95 regular hours coefficient. Remember that this is a ceiling discount. You can discount lower than the contract coefficient, but not higher.	0.95
38	After Hours Coefficient	What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours? Example: The most common after hours coefficient is time and a half. If your regular hours coefficient is .95, your after hours coefficient would be 1.45. Remember that this is a ceiling discount. You can discount lower than the contract coefficient, but not higher.	1.4
39	Non-Pre-Priced Markup	If the material being utilized for a project cannot be found in the RS Means Price Book, what is your materials markup? Remember that this is a ceiling markup. You may markup a lesser percentage, but not a greater percentage.	10%
40	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	No
41	Years Experience	Company years experience in this category?	118
42	Price coefficients and non-pre-priced markups are guaranteed for?	Does the vendor agrees to honor the proposed pricing coefficients and non-pre-priced markups for the term of the award?	YES
43	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes
44	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that:  1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)

- 45 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO  
No  
If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. You may find the Blank CIQ form on the "Attachments" tab. There is an optional upload on the "Response Attachments" tab for this form provided if you have a conflict and must file the form.
- 46 Filing of Form CIQ If yes (above), have you filed a form CIQ by uploading the form to this RCSP as directed above?
- 47 Regulatory Standing I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies, Federal or state, that regulate any part of our business operations. If not, please explain in the next attribute question. Yes
- 48 Regulatory Standing Regulatory Standing explanation of no answer on previous question.
- 49 Antitrust Certification Statements (Tex. Government Code § 2155.005) By submission of this bid or proposal, the Bidder certifies that: (No Response Required)  
  
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 bid, 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 bid, neither I nor any representative of the Company has violated any federal antitrust law;  
(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid 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.

## Instructions for Certification:

(No Response Required)

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

transaction originated may pursue available remedies, including suspension and / or debarment.

51 Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above. 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.

Yes

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

52 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Yes

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

53 2 CFR PART 200 Contract Provisions  
Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

(No Response Required)

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

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.

54 2 CFR PART 200 Contracts

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS 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?

55 2 CFR PART 200 Termination

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS 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. ESC Region 8 and TIPS 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 ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.  
Does vendor agree?

56	2 CFR PART 200 Clean Air Act	Yes
57	2 CFR PART 200 Byrd Anti-Lobbying Amendment	Yes
58	2 CFR PART 200 Federal Rule	Yes

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 the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree?

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein. Does vendor agree?

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify that it is in compliance with the Clean Air Act?



<p>59 2 CFR PART 200 Procurement of Recovered Materials</p>	<p>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.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	<p>Yes</p>
<p>60 Certification Regarding Lobbying</p>	<p>Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds</p> <p>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 a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> <p>The undersigned certifies, to the best of his or her knowledge and belief, that:</p> <p>(1) No Federal appropriated funds have been paid or will be paid by or 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.</p> <p>(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.</p> <p>(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.</p>	<p>I HAVE NOT Lobbied per above</p>
<p>61 Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"</p>	<p>ONLY IF you answered "I HAVE Lobbied per above" to attribute #60, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.</p>	<p>(No Response Required)</p>

- |    |   |   |     |
|----|---|---|-----|
| 62 | Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.                              | Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?  | YES |
| 63 | If yes to the above question OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements? | <p>If yes to the above question OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements? Federal Regulation 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.</p> <p>(b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(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;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(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</p> <p>(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.</p> | YES |

64 Davis-Bacon Act compliance.

(No Response Required)

Texas Statute requires compliance with 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.

BY SUBMITTING A PROPOSAL FOR THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE.

65 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

(No Response Required)

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. By submitting a proposal to this solicitation, and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

66 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

67 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Do you agree to these terms?

Yes, I Agree

68 Remedies Explanation of No Answer

69	Choice of Law	<p>The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
70	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
71	Alternative Dispute Resolution Explanation of No Answer		
72	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
73	Infringement(s) Explanation of No Answer		

74	Acts or Omissions	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
75	Acts or Omissions Explanation of No Answer		
76	Contract Governance	<p>Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.</p>	Yes
77	Payment Terms and Funding Out Clause	<p>Payment Terms:</p> <p>TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.</p> <p>Funding Out Clause:</p> <p>Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.</p> <p>See statute(s) for specifics or consult your legal counsel.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</p> <p>Do you agree to these terms?</p>	Yes
78	Insurance and Fingerprint Requirements Information	<p>Insurance</p> <p>If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.</p> <p>Fingerprint</p> <p>It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <a href="http://www.statutes.legis.state.tx.us/">http://www.statutes.legis.state.tx.us/</a></p> <p>If the vendor has staff that meet both of these criterion:</p> <p>(1) will have continuing duties related to the contracted services; and</p> <p>(2) has or will have direct contact with students</p> <p>Then you have "covered" employees for purposes of completing the attached form.</p> <p>TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at <a href="mailto:NCJU@txdps.state.tx.us">NCJU@txdps.state.tx.us</a> and you should send an email identifying you as a contractor to a Texas Independent</p>	(No Response Required)

School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.  
See form in the next attribute to complete entitled:  
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

79 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.



80	Texas Business and Commerce Code § 272 Requirements as of 9-1-2017	<p>SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.</p>	(No Response Required)
81	Texas Government Code 2270 Verification Form	<p>Texas Government Code 2270 Verification Form</p> <p>Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.</p> <p>The relevant section addressed by this form reads as follows:</p> <p>Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract engaged by ESC Region 8/The Interlocal Purchasing System (TIPS)</p> <p>4845 Highway 271 North Pittsburg,TX 75686</p> <p>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. 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.</p> <p>AND</p> <p>Our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <a href="https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf">https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf</a></p> <p>I swear and affirm that the above is true and correct.</p>	YES
82	Solicitation Deviation/Compliance	<p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p>	Yes

83 Solicitation Exceptions/Deviations Explanation	<p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>	
84 Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
85 Agreement Exceptions/Deviations Explanation	<p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>	

Line Items		
Response Total:		\$0.00

## REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

**Please verify your references are current and valid, as they are a SIGNIFICANT required evaluation component of the evaluation process, and the evaluation cannot be completed without responses from these references when we contact them.**

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Charles County Gov't, MD	David Defalco	<a href="mailto:defalcod@charlescountymd.gov">defalcod@charlescountymd.gov</a>	(240)-299-1002
City of Euless, TX	Kyle McAdams	<a href="mailto:kmcadams@eulesstx.gov">kmcadams@eulesstx.gov</a>	(817) 685-1598
City of Lewisville, TX	Francis Mascarenhas	<a href="mailto:fmascarenhas@cityoflewisville.com">fmascarenhas@cityoflewisville.com</a>	(972) 219-3769
City of Richardson, TX	George Berney	<a href="mailto:george.berney@cor.gov">george.berney@cor.gov</a>	(972) 744-4274
Hazel Crest School District 152 1/2, IL	Bill Hulett/Nicole Smith	<a href="mailto:whulett@sd1525.org">whulett@sd1525.org</a> / <a href="mailto:nsmith@sd1525.org">nsmith@sd1525.org</a>	(708) 335-0790
New Carrollton County, MD	Tim George	<a href="mailto:rgeorge@newcarrolltonmd.gov">rgeorge@newcarrolltonmd.gov</a>	(301)-459-6100
Prince George's County, MD	Tyrone Simmons	<a href="mailto:tcsimmons@co.pg.md.us">tcsimmons@co.pg.md.us</a>	(301)-343-1481
Town of Addison, TX	Rob Bourestom	<a href="mailto:rbourestom@addisontx.gov">rbourestom@addisontx.gov</a>	(972) 450-6203
University of North Texas	Randy Salsman	<a href="mailto:randy.salsman@unt.edu">randy.salsman@unt.edu</a>	(940) 369-7348

**CERTIFICATION BY CORPORATE OFFERER**

**COMPLETE ONLY IF OFFERER IS A CORPORATION,**

**THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.**

**OFFERER:** Simon Roofing and Sheet Metal Corp., dba SR Products Solutions Group

**(Name of Corporation)**

Rocco Augustine

**I, (Name of Corporate Secretary)**

**certify that I am the Secretary of the Corporation**

**named as OFFERER herein above; that**

Cyndi Strunk

**(Name of person who completed proposal document)**

**who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as**

VP Operations/Finance,SRPSG

**(Title/Position of person signing proposal/offer document within the corporation)**

**of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.**

  
**CORPORATE SEAL** if available

  
**SIGNATURE**

8/6/18  
**DATE**



**Insert TIPS RFP# RCSP 180702 ROOFING (JOC)**

**FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.**

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must** make a **copy** of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission. (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Texas Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by ESC8 and TIPS is confidential and exempt from public disclosure.

**If you claim that parts of your proposal are confidential, complete the top section below.**

**I claim part of my proposal to be confidential and DO NOT desire to expressly waive** any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

\_\_\_\_\_  
**Name of company claiming confidential status of material**

\_\_\_\_\_  
**Printed Name and Title of authorized company officer claiming confidential status of material**

\_\_\_\_\_  
**Address City State ZIP Phone**

ATTACHED ARE COPIES OF \_\_\_\_\_ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Signature \_\_\_\_\_ Date \_\_\_\_\_

**OR** -----

**If you do not claim any of your proposal to be confidential, complete the section below only.**

**Express Waiver:** I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

**Cyndi Strunk**

VP Operations/Finance, SRPSG

**Printed Name authorized company officer**

**Title of authorized company officer**

1380 Highland Road

Macedonia

OH 44272

330-998-6500

Address

City

State ZIP

Phone

Signature **Cyndi Strunk**

Digitally signed by Cyndi Strunk  
Date: 2018.07.30 14:50:18 -04'00'

Date **7-30-18**



February 2, 2018

RE: Simon Roofing and Sheet Metal  
Boardman, OH

To Whom It May Concern:

Simon Roofing and Sheet Metal Corp. is a valued client of CNA / Western Surety Company. They have an agency in house bond line of \$3,000,000 single bid and aggregate of \$25,000,000. Any final bond request submitted to Surety will be favorable considered, but is subject to underwriting considerations at the time the contract is awarded.

Simon Roofing and Sheet Metal Corp. is a highly regarded client of USI Insurance Services. If you have any further questions, you may contact me at (614) 407-7535.

Sincerely,  
Western Surety Company

A handwritten signature in blue ink that reads "Virginia A. Peters". The signature is written over a horizontal line.

Virginia A. Peters  
Bond Department  
USI Insurance Services





# HUB Subcontracting Plan (HSP)

## QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract
  - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
  - ☐ Section 2 c. - Yes
  - ☐ Section 4 - Affirmation
  - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract
  - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
  - ☐ Section 2 c. - No
  - ☐ Section 2 d. - Yes
  - ☐ Section 4 - Affirmation
  - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - ☒ Section 1 - Respondent and Requisition Information
  - ☒ Section 2 a. - Yes, I will be subcontracting portions of the contract
  - ☒ Section 2 b. - List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
  - ☒ Section 2 c. - No
  - ☒ Section 2 d. - No
  - ☒ Section 4 - Affirmation
  - ☒ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
  - ☐ Section 3 - Self Performing Justification
  - ☐ Section 4 - Affirmation

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

## - - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

This is being presented as an example.  
We intend to comply with this requirement on any project necessary.

## SECTION-1: RESPONDENT AND REQUISITION INFORM

- a. Respondent (Company) Name: Simon Roofing & Sheet Metal Corp. State of Texas VID #: 1341430114600  
Point of Contact: \_\_\_\_\_ Phone #: 330-998-6500  
E-mail Address: mperry@simonroofing.com Fax #: 330-998-6600
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Requisition #: TIPS USA Purchasing Co-op Bid Open Date: 09/27/2018

(mm/dd/yyyy)

Enter your company's name here: Simon Roofing & Sheet Metal Corp.Requisition #: TIPS USA Purchasing Co-op**SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☒ - **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b, of this SECTION and continue to Item c of this SECTION.)  
☐ - **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>five (5) years or less</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1	Portable Toilets	0 %	0 %	.0025 %
2	Misc Roofing Products	0 %	0 %	20 %
3	Roofing Installation	0 %	0 %	70 %
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	0 %	0 %	90.0025 %

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>).

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)  
☒ - **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract\* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)  
☒ - **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Simon Roofing & Sheet Metal Corp.Requisition #: TIPS USA Purchasing Co-op**SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)**

- a. This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>five (5) years or less</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		0 %	0 %	90.0025 %

*\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: Simon Roofing & Sheet Metal Corp.Requisition #: TIPS USA Purchasing Co-op**SECTION-3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- ☐ - **Yes** (If *Yes*, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- ☐ - **No** (If *No*, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

**SECTION-4: AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Mike PerryVP Sales

Signature

Printed Name

Title

Date  
(mm/dd/yyyy)**Reminder:**

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

**IMPORTANT:** If you responded “Yes” to SECTION 2, Items c or d of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method A (Attachment A)” for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-qfe-achm-a.pdf>.

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



# HSP Good Faith Effort - Method B (Attachment B)

Rev. 10/14

Enter your company's name here: Simon Roofing & Sheet Metal Corp.

Requisition #: TIPS USA Purchasing Co-op

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 1 Description: Portable Toilets

## SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If **Yes**, to continue to SECTION B-4.)

☒ - No / Not Applicable (If **No** or **Not Applicable**, continue to SECTION B-3 and SECTION B-4.)

## SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.state.tx.us/tpasscmlsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Six Star Contracting LLC	1452782246500	NA	- Yes - No
Icon Construction Inc.	1752877038500	NA	- Yes - No
Optimum Real Estate & Construction	1460551006500	NA	- Yes - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Dallas/Ft Worth Minority Supplier Development Council		- Yes - No
	NA	- Yes - No

# HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: Simon Roofing & Sheet Metal Corp.

Requisition #: TIPS USA Purchasing Co-op

## SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 1 Description: Portable Toilets

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
J Reynolds & Company Roofing and Sheet Metal	- Yes - No		\$ NA	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

No HUB Contractors replied, subcontract issued to J Reynolds

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



# HSP Good Faith Effort - Method B (Attachment B)

Rev. 10/14

Enter your company's name here: Simon Roofing & Sheet Metal Corp.

Requisition #: TIPS USA Purchasing Co-op

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 2 Description: Misc Roofing Products

## SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If **Yes**, to continue to SECTION B-4.)

☒ - No / Not Applicable (If **No** or **Not Applicable**, continue to SECTION B-3 and SECTION B-4.)

## SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.state.tx.us/tpasscmlsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Six Star Contracting LLC	1452782246500	NA	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
United Metal Services, Inc.	1453809319700	NA	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
Simba Industries	1010905986400	NA	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Dallas/Ft Worth Minority Supplier Development Council	NA	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
Asian Contractor Association	NA	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

# HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: Simon Roofing & Sheet Metal Corp.

Requisition #: TIPS USA Purchasing Co-op

## SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 2 Description: Misc Roofing Materials

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
J Reynolds & Company Roofing and Sheet Metal	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$ NA	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

No HUB Contractors replied, subcontract issued to J Reynolds

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

# HSP Good Faith Effort - Method B (Attachment B)

Rev. 10/14

Enter your company's name here: Simon Roofing & Sheet Metal Corp.

Requisition #: TIPS USA Purchasing Co-op

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 3 Description: Roofing Installation

## SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If **Yes**, to continue to SECTION B-4.)

☒ - No / Not Applicable (If **No** or **Not Applicable**, continue to SECTION B-3 and SECTION B-4.)

## SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.state.tx.us/tpasscmblsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Feliz Salinas Group Inc.	1271248885200	NA	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
Captain Construction Company Inc.	1263484785400	NA	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
BAsecom Inc.	1752686521100	NA	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Dallas/Ft Worth Minority Supplier Development Council	NA	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
Asian Contractor Association	NA	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

# HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: Simon Roofing & Sheet Metal Corp.

Requisition #: TIPS USA Purchasing Co-op

## SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 3 Description: Roofing Installation

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
J Reynolds & Company Roofing and Sheet Metal	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$ NA	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

No HUB Contractors replied, subcontract issued to J Reynolds

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



# HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

## SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name:	Simon Roofing & Sheet Metal Corp.	State of Texas VID #:	13414301146
Point-of-Contact:	Mike Perry	Phone #:	330-998-6500
E-mail Address:	mperry@simonroofing.com	Fax #:	330-998-6600

## SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name:	TBD	Phone #:	
Point-of-Contact:		Bid Open Date:	
Requisition #:			(mm/dd/yyyy)

## SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

### 1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than 03:00 PM on 08/17/2018.  
Central Time Date (mm/dd/yyyy)

*In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).*

*(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)*

### 2. Subcontracting Opportunity Scope of Work:

Provide Misc Roofing Products, Portable Toilets & Roofing Installation

### 3. Required Qualifications:

☐ - Not Applicable

A qualified firm that is approved, authorized, or licensed by membrane roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

### 4. Bonding/Insurance Requirements:

☐ - Not Applicable

Successful bidder shall provide insurance certificate and P & P Bond for total dollar amount of their contract with Simon Roofing dba SR Products who will be the General Contractor on the project. Contractor shall provide Certificate of Insurance Coverage with coverage as noted in General Requirements.

### 5. Location to review plans/specifications:

☐ - Not Applicable

Contact Mike Perry; SR Products 330-998-6500

# CERTIFICATE

**TUV Rheinland of North America, Inc.**  
295 Foster Street, Suite 100, Littleton, MA 01460



Hereby certifies that



**70 Karago Avenue  
Boardman, OH 44512**

has established and maintains a quality management system for the

## **Provider of Building Envelop Solutions**

An audit was performed and documented in Report No 3269.  
Proof has been furnished that the requirements according to

**ISO 9001:2015**

are fulfilled.

Further clarification regarding the scope of this certificate and the applicability of  
ISO 9001:2015 requirements may be obtained by contacting TRNA.

Certificate Registration No.

**74 300 3269**

Certificate Issue Date  
**July 21, 2018**



Certificate Expiration Date  
**July 20, 2021**

A handwritten signature in blue ink, reading "Robert Djuonic".

Reissue Date: July 10, 2018

Certification of Management Systems





1380 E. Highland Road  
Macedonia, Ohio 44056  
Phone: 330.998.6500  
Fax: 330.998.6600

## SUPERIOR PERFORMANCE WARRANTY

Building Name \_\_\_\_\_  
Building Address \_\_\_\_\_  
Building Owner \_\_\_\_\_  
Roof Identification \_\_\_\_\_  
Contractor \_\_\_\_\_  
System Type \_\_\_\_\_  
Total Sq./Ft. Coverage \_\_\_\_\_  
Flashing Type \_\_\_\_\_  
Completion Date \_\_\_\_\_

# Sample

Simon Roofing, an Ohio Corporation, guarantees to the Building Owner, subject to the terms, conditions and limitations stated herein, it will repair or cause to be repaired any leaks into the building interior through the above described Roof Assembly System as supplied by SR Products and installed by the above named Contractor, for a period of \_\_\_\_\_ (\_\_\_\_\_) years from the date of completion. In order to renew warranty coverage under this warranty, the roof must be inspected by SR Products the \_\_\_\_\_ (\_\_\_\_\_) year after installation. After inspection, SR Products will notify the owner, in writing, of any repairs or maintenance that is required in order to renew the warranty for an additional five (5) years. In order to render the roof eligible for warranty renewal, the owner must, at its sole cost and expense, by a contractor approved by SR Products, complete all maintenance and/or repairs required by SR Products. Upon completion of all required maintenance and/or repairs, SR Products will re-inspect the roof, and upon approval of the completed maintenance and/or repairs, will issue a five (5) year warranty renewal. The owner shall notify SR Product not less than thirty (30) days in advance of each renewal anniversary, in order to arrange the inspection required by this paragraph. This warranty is not eligible for renewal beyond the number of years set forth above from the date of substantial completion of installation of the roof system.

### Full Coverage

During the term of this Warranty, upon prompt written notice by the Building Owner as hereinafter provided, Simon Roofing will take appropriate action to repair leaks which may occur. Simon will inspect the roof and, if a leak is within the coverage of this Warranty, will at its own expense make or cause to be made all necessary repairs to the Simon Roof Assembly to put it into watertight condition. Should investigation reveal that a leak is caused by something other than causes covered by this warranty, investigation and repair cost shall be assumed and paid by the Building Owner, who shall effect prompt and adequate repairs in a manner compatible with the Simon System. The Building Owner will be responsible for the removal or replacement of any traffic surfaces or other appurtenances built over the roof required in order to put the Roof Assembly in watertight condition.

### Limitations

This Warranty is not an insurance policy, nor does it obligate Simon to repair leaks if determined to be a result of the following:

- A. Building design or construction.
- B. Damage to the roofing system by any natural disasters, including but not limited to, floods, lightning, hail, earthquakes, hurricane rated winds, etc.
- C. Structural movement below the roof membrane and flashings.
- D. Misuse of roof surface, abuse, vandalism, civil disobedience, acts of war, exposure to damaging chemicals, including but not limited to, solvents, oils and acids.
- E. Condensation within the assembly or moisture vapor/liquid infiltration throughout, but not limited to, wall, window, etc.
- F. Failure of the Building Owner to promptly notify in writing and receive written approval for:
  1. Changes in building usage.
  2. Modifications or additions of items to the existing roof.
- G. Lack of positive drainage.
- H. Metal components other than approved metal.
- I. Loss or erosion of surfacing material including, but not limited to, reflective coatings, granules, or aggregate are not covered by this warranty.

Simon hereby assumes no responsibility for incidental or consequential damage to the structure, its contents, loss of time, profits, energy or any inconvenience from any type of roof leak or damage. Sole responsibility hereunder is the cost of repairs to put the membrane assembly into a watertight condition.

Simon's exclusive responsibility and liability under this Warranty is to make repair that may be required to return the roof to a watertight condition in accord with the obligations which are Simon's responsibility under this Warranty.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SIMON HEREBY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR, LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY REPRESENTED BY THIS WARRANTY. There are no warranties which extend beyond the description on the face hereof. This warranty will be governed by and construed under the laws of the state of Ohio without regard to conflict-of-laws principles that would require the application of any other law.

### Owner Responsibility

In the event of a leak in the roofing system or flashing assembly, the Building Owner must notify in writing within ten (10) days after discovery of the leak and provide access to the roof. THE SERVICE WARRANTY DOES NOT ABSOLVE THE BUILDING OWNER/CUSTOMER OF MAINTENANCE RESPONSIBILITY THAT IS REQUIRED TO KEEP THIS WARRANTY IN FULL FORCE AND EFFECTIVE.

As Simon does not practice engineering or architecture, neither the issuance of this Warranty or any review of the building's construction by our representatives shall constitute any additional warranty.

Simon shall have no obligation under this Warranty unless SR Products and the installing applicator have been paid in full for all materials, supplies, services, warranty costs and other costs which are included in, or incidental to, the Roofing System.

Ninety days prior to the expiration of this warranty, you may contact SR Products for service options available at that time.

### Transfer of Warranty

This Warranty may be transferred by the Building Owner to a subsequent purchaser of the property by giving no less than ten days written notice to Simon of such proposed transfer, during which time Simon will inspect the roofing system to make a written report to the building Owner and the proposed purchaser of its findings and any adjustments required.

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Services Included:

As part of this warranty, SR Products will perform the following service once within the first two years of warranty.

A. Roof Inspection Services:

1. Visual inspection of the roof membrane and roof surface.
2. Inspection of the flashing systems including, but not limited to, the metal edge system, base flashings on equipment and adjoining walls, counterflashing and termination details, soil stacks and vents, pitch pans, HVAC equipment, skylights and access hatches.

B. General Rooftop Housekeeping Services

1. Removal of debris (i.e., leaves, branches, paper and similar items) from the roof membrane subject to the Program Exclusions listed below.
2. Service will include removal of surface debris from the roof drains, gutters, and scuppers, but not clogged pipes or plumbing.
3. All debris will be disposed of at the owner's approved site location.

C. Routine Maintenance

1. Sealant voids in termination bars, counterflashings and parapet caps will be cleaned and resealed if needed.
2. Exposed fasteners will be resealed on perimeter metal details where required.
3. All pitch pans will be refilled and topped off if needed.
4. Metal projections (hoods and clamps) will be checked and resealed.
5. Soil stack leads will be inspected for curls or holes and temporarily resealed when required with appropriate materials until stack flashing can be permanently repaired.

D. Preventative Maintenance:

1. Tears, splits and breaks in the perimeter and internal membrane flashing systems and flashing strip-ins will be repaired with appropriate repair materials.
2. Tears, splits and breaks in the membrane will be repaired with appropriate repair mastic and membrane.
3. Re-secure loose metal coping caps, termination bars, counterflashings and metal edge systems where required with appropriate fasteners.
4. Dress-up reflective coatings where mastic repairs have been made.
5. Loose fasteners on roof top equipment that are exposed will be tightened and resealed.
6. Check and re-secure drain bolts and clamping rings.
7. Check strip-in around drain leads, coat with approved mastics if required.
8. Reattach loose gutter straps, seal open gutter joints, and repair gutter strip-ins where required.
9. Check scupper boxes or open solder of caulking and seal with appropriate materials if required.

Program Exclusions:

- A. Natural or accidental disasters, including but not limited to, damage caused by lightning, hailstorms, floods, high winds in excess of gale force, tornadoes, earthquakes, fire, vandalism, animals, or penetration of the membrane of chemical attack of outside agents.
- B. Use of material not specified by Simon Roofing or its subsidiaries.
- C. Any intentional or negligent act on the part of the warranty owner or third party, including, but not limited to, misuse, traffic or storage of materials on roof.
- D. Under no circumstance shall we be liable for any indirect, special or consequential damages of any kind including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financing costs, or loss of use of any equipment or property, whether in contract, tort, including negligence, warranty or otherwise.
- E. Housekeeping and general roof top preventative maintenance, does not absolve the building owner/customer from completing owner required rooftop housekeeping and preventive maintenance and will not include accumulations of water, or process generated debris such as, but not limited to, food stuffs, grease, oils, chemicals, paper, sawdust, or lint. Debris from construction, maintenance or remodeling activities is also excluded.
- F. Damages incurred to the roof system or building content resulting from the owner's failure to complete required preventative maintenance and/or housekeeping will not be the responsibility of Simon Roofing.
- G. Re-coating or resurfacing of any surfacing material including minerals, gravel, ballast, reflective coatings, etc., including wind erosion is not covered under this agreement.
- H. Pavers, IRMA Systems, walking surfaces, walkways or other materials or structures placed over the roof membrane will not be moved as part of the roof inspection services and must be removed and replaced at owners cost if necessary to effect a repair.



## WHAT WE DO FOR YOU

### OUR COMPREHENSIVE APPROACH

SR Products can help you protect your investment through full-service building inspections and evaluations. Our multi-step approach ensures your buildings are protected, from the roof down.



### ASSESSMENTS

SR Products will inspect and provide a detailed condition assessment of your building needs – including roofs and other building component conditions.

Each inspection or evaluation is conducted using state-of-the-art equipment that may include nondestructive moisture survey, asbestos analysis, mold analysis, roof core analysis and overall condition assessment.

Once the evaluation is completed, a full detailed evaluation report is developed with budget estimates. At that point, we work with you, the client, to establish action plans needed to move forward.



SR PRODUCTS'  
STATE-OF-THE-ART  
MANUFACTURING FACILITY  
STRUTHERS, OHIO

### AFFILIATIONS



**SR PRODUCTS™**  
CUSTOMER SATISFACTION SINCE 1900

**a division of Simon Roofing**

30505 Bainbridge Road, Suite 210

Solon, OH 44139

Phone: 440.248.0220

Fax: 440.248.0302

Email: [info@simonroofingproducts.com](mailto:info@simonroofingproducts.com)

BUILDING SOLUTIONS



**SR PRODUCTS™**  
CUSTOMER SATISFACTION SINCE 1900



BUILDING SOLUTIONS



BUILDING SOLUTIONS



## WHO WE ARE

### MORE THAN 100 YEARS OF EXPERIENCE

SR Products has been helping customers preserve and protect their buildings since 1900. We offer you the ability to investigate the overall conditions of your buildings and develop a perspective on how to maintain this valuable asset in the most cost-efficient manner.

### FULL-SERVICE APPROACH

Our wide range of products, services and solutions are time-tested and future-ready with cutting-edge technology that has proven to be effective and efficient. From repair services to new state-of-the-art roofing systems, we've got you covered.

### NATIONWIDE SERVICE

SR Products has representatives across the country – east coast to west coast. We service national accounts responsible for multiple facilities to help keep jobs consistent and efficient.

### NATIONAL AFFILIATIONS

We've partnered with several agencies in our commitment to excellence and sustainability. From ENERGY STAR® partnerships, ISO 9000 certification and membership in key organizations, SR Products' relationships are an indicator of our leadership within the industry.

### SINGLE-SOURCE MANUFACTURER

SR Products is a single-source manufacturer with a complete range of building envelope protection services. We help clients in determining the conditions of their buildings and then assist in prioritizing action plans to protect their important assets.

### SUSTAINABILITY

We offer some of the most sustainable products in the industry. We pride ourselves by offering the most cost-effective and environmentally responsible systems in roofing. Our products meet most regulations and will contribute to LEED certification.

### CUSTOMER SERVICE

Customer service is at the heart of everything we do – whether it is going above and beyond the required duty, communicating throughout each phase of the job or simply owning up to and fixing our mistakes, we're dedicated to providing you with the best possible service.

### INSPECTION & DIAGNOSTIC SERVICES

We provide a full range of inspection and diagnostic services to better understand your buildings' needs. Using advanced technology, we can identify each building's current and potential problems.

### OUR CREED

Our top priority is to provide exceptional service to our customers. 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.

## EVALUATIONS AND SPECIFICATIONS BUILDING SOLUTIONS

### BUILDING EVALUATIONS



### OUR ROOFING SYSTEMS



Modified Bitumen  
Roof Systems



Sustainable  
Roof Systems



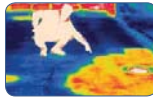
Roof Restoration  
Systems



Built Up Roof Systems

### TECHNOLOGY

SR Products uses the latest in infrared and nuclear diagnostics to identify anomalies or moisture within the building envelope, which may lead to potential problems that remain unseen on the surface.



Thermogram



Painted Outline of Wet Area

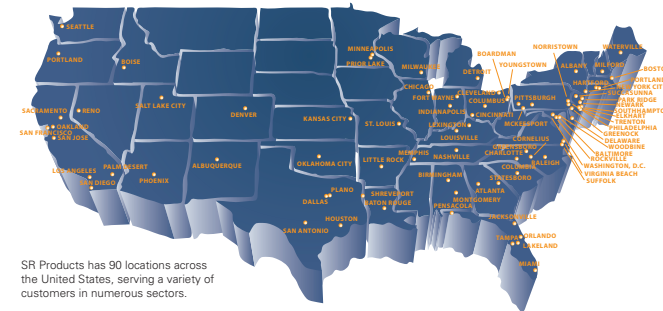


Drawing of Wet Area

### MAINTENANCE AND WARRANTIES

Our Xtralife™ Preventative Maintenance Plan is a proactive program that can extend roof life by as much as 30 years – offering significant savings compared with the cost of complete roof replacements.

## CLIENTS WE SERVE



### SECTORS WE SERVE

#### COMMERCIAL



#### INDUSTRIAL



#### EDUCATION



#### FEDERAL GOVERNMENT



#### HEALTHCARE



#### COLLEGES AND UNIVERSITIES



#### STATE AND LOCAL GOVERNMENT



#### NATIONAL ACCOUNTS





**SR PRODUCTS™**



# PRODUCT GUIDE

1380 E. Highland Road • Macedonia OH 44056  
Phone: 330.998.6500 • Fax: 330.998.6600



## **MODIFIED BITUMEN ROOF MEMBRANES**

### **APP Heat Welded Membranes**

#### **Mineral Surface**

- IRO Ply MA-4
- IRO Ply MA-4 Premium FR
- SR MB A40P M

#### **Smooth Surface**

- IRO Ply SA-4
- SR MB A38P S

#### **White Reflective Surface**

- SR MB Reflex APP Plus

### **SBS Heat Welded Membranes**

#### **Mineral Surface**

- Pars Alt 190 FR TG SBS
- SRM Ply FR GR TG SBS
- Pika Ply MS-4(TG)
- Pika Ply 250 GR FR (TG)

#### **Smooth Surface**

- Pars Alt 190TG SBS
- SRM Ply 90 TG
- SR MB S42P S HWLD
- Pika Ply SS-3P (TG)
- Pika Ply 180 (FS)
- Pika Ply 250 S (TG)

#### **White Reflective Surface**

- SR MB Reflex HWLD

### **SBS Modified Bitumen Membranes**

#### **Mineral Surface**

- SR MB S40P M FR
- SRM Ply G4 FR (GR)
- Pika Ply MS-4
- Pika Ply HI-TEC Granule
- Pars Alt 250 FR SBS
- Pars Alt 190 FR GR
- Performance Ply MS FR

#### **White Reflective Surface**

- SR MB Cap 35 G S M FR Reflex
- SR MB Reflex 39 SBS M FR

### **Smooth Surface**

- Pika Ply 180 (SF)
- SR MB S21G S
- SR MB S22P S
- SR MB S30P S
- SRM Ply 60
- SRM Ply Base
- Pika Ply SS-3P
- Pika Ply SS-4
- Pars Alt 190 S SBS

### **Self-Adhered Membranes**

- SR STCK-QUIK HTP
- SR SuperiorPly SAP II
- SR SuperiorPly SAM II

## **BITUMINOUS ROOF MEMBRANES**

### **Asphalt Base Sheets**

- Performance Ply
- SR Glass Base Felt
- SR Superior Ply Ultra
- Multi-Ply Glass
- Multi-Ply Glass CL
- Pika Ply HI-TEC 60

### **Vented Asphalt Base Sheet**

- SR Base G G MA V
- SR Base GS V

### **Asphalt Ply Sheets**

- HK Glass Ply (Type IV)
- Premium Ply (Type VI)
- SR Ply 4 GS

## **HOT APPLIED BITUMEN**

### **Asphalt**

- BUR PLUS 101 Type (III and IV)
- SRP 1200
- BUR Plus 303

### **Coal Tar**

- HK Tar Plus
- BUR Plus 505

## REPAIR MATERIALS

### Asphalt and Urethane Mastic

- Detail Mastic SF
- RMA Mastic
- RMA Elastic
- SuperiorFlex® Emergency Patch Cement II
- HK ARM Aluminum
- Pitch Pan Sealer

### Thermoplastic Mastic

- Wite Brite® Cement
- Wite Brite® Hi Bild Flashing
- SuperiorFlex® Pitch Poxo Kit

### Reinforcements

- SR Glass Mesh
- SR Poly

### Repair Membranes

- SR Poly Plus 40
- Wite Brite® Repair Kit

## FLASHING AND EDGE TERMINATION METAL

### Coping

- SD Coping 100

### Fascia

- SD Fascia 1500
- SD Fascia 5000
- SD Fascia 6000
- SD Fascia 7000

### Expansion Joint Covers

- SD Expansion Joint Cover  
Roof to Roof
- SD Expansion Joint Cover  
Roof to Wall

### Wall Panels

- SD Wall Panel 10 System

## PRIMERS

### Asphalt Primer

- SR Asphalt Primer Low VOC
- SR Asphalt Primer WB
- Wite Brite Prep

### Water Based Primer

- Crylastic Primer 7000
- SR Surface Cleaner
- Wite Brite® Primer

## ROOF COATINGS & COLD APPLIED ADHESIVES

### Wall Coating

- Crylastic
- SR Dampproofer

### Asphalt, Urethane Roof Coatings & Adhesives

- HK Aluminum Shield
- HK Aluminum Shield Fibrated
- HK Aluminum Shield Fibrated Premium
- Tar Shield
- SuperiorFlex® Seal Max (Kit)
- SuperiorFlex® Seal Plus
- SuperiorFlex® Seal MG Plus
- Base Sheet Adhesive
- Multi-Ply Adhesive
- Multi-Ply Adhesive SF
- Pika Ply MB Adhesive

### Water Based Coating

- Wite Brite® Elastomeric Coating (White)
- Wite Brite® Coating (Contrast)
- Wite Brite® Coating (Contrast FR)
- Tar Shield WB

### Miscellaneous Coating, Adhesive and Sealant

- Wite Brite® Skylight Rejuvenator
- SR Insulation Adhesive
- Insulation Adhesive SF
- SR Sealant
- SR Granules
- Pika Ply Granules

## THERMOPLASTIC MEMBRANE

### Membranes

- Sion FS
- Sion NR Detail Membrane
- Sion RM
- Sion RM Strip-In Membrane

### Adhesives

- Sion FS Bonding Adhesive LV
- Sion RM Substrate Adhesive

### Accessories

- Sion FS Clad Metal
- Sion Inside-Outside Prefab Corners
- Sion Preformed Pipe Boot
- Sion Split Pipe Boot
- Sion Walk Tread

# 2018

Qualification Statement



**SIMON**  
ROOFING™



### **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!**



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) | [www.simonroofing.com](http://www.simonroofing.com)

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## *Company History*

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Beginning as a single office serving one local area, Simon Roofing has grown to become a nationwide, multi-faceted commercial roofing company with an employee base of more than 500 people and a footprint of 66 service centers across the U.S.

Simon Roofing's business model of manufacturer and installer allows us to stand behind both our products and service, assuring our clients we maintain full accountability for our materials and workmanship.

Well into our second century of continuous operation, Simon Roofing is currently owned and managed by the third and fourth generations of the Simon family who, like the previous generations, always believe in:

- working hard
- providing customers with the best possible level of service
- making safety a top priority

This way of doing business is known as The Simon Creed, a philosophy that has been and will continue to be carried on by Simon Roofing and its affiliated companies – Simon Surfaces and Simon Products.



## ***From the President***

---

Having worked at Simon for more than 35 years, I take great pride in our company's unwavering reputation for honesty, integrity and truly caring about both its employees and customers, which is a tradition that's been built over the course of its 100+ year history.

Each of these qualities is also reflected in the fact that our #1 core value is safety. Recognizing that our employees are our most important asset, extensive training in safe work practices begins the moment they are hired and continues throughout their careers. We also continually assess our work methods, looking for ways to bring even greater safety to our job sites and to the materials and equipment we use every day.

Simon employees are encouraged to take an active role in promoting safety, so making suggestions is not only welcomed, but is also rewarded. Employees are also required to immediately report any unsafe conditions on the job site to their supervisor, and if immediate corrective action is not taken, they are expected to contact Simon's Safety and Health Manager.

Our ongoing focus on safety is not only for the benefit of our employees, but also for our customers. We want you to know our efforts are aimed at reducing any risk of liability for job related accidents and the downtime these incidents can bring about.

Please review the information contained in this publication carefully. If you have additional questions, I welcome you to contact me directly at 800.325.3592 or [stevem@simonroofing.com](mailto:stevem@simonroofing.com).



**Stephen J. Manser**  
President / CEO  
Simon Roofing

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## Financial & Insurance Information

---

### Financial Information

**Primary Banking Institution**

PNC Bank

100 East Federal St.

Youngstown, Ohio 44503

**Dun's Number**

11-303-3765

**Bonding Capacity**

\$50,000,000.00+

**Independent Auditors**

Pease & Associates, Inc.

1422 Euclid Avenue, Suite 801

Cleveland, Ohio 44115

### References

**Trade References**

Banner Supply

MBCI

Hertz Equipment Rental

**Bank References**

PNC Bank

100 East Federal St.

Youngstown, OH 44503

### Insurance Casualty Policy Limits:

Workers' Compensation – Statutory

Automobile Liability – \$1,000,000

General Liability – \$1,000,000 per occurrence

General Liability – \$2,000,000 aggregate

Umbrella Liability – \$50,000,000

Professional Liability – \$2,000,000

## Owners

---

### **Alex J. Simon** | Co-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 51 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 Simon Products line of roofing coatings and facility products.

### **James J. Simon** | Co-Owner

A grandson of the company's founder, James Simon grew up in the roofing industry, and his experience now totals 45 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.

### **Anthony R. Vross** | Co-Owner

Anthony Vross has 40 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 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 Restaurant Facility Business Magazine. He has been a speaker for

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## *Owners Continued*

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Professional Retail Store Maintenance (PRSM) and the Restaurant Facility Management Association (RFMA). Anthony holds a Bachelor of Science degree in Business Administration from Youngstown State University, where he serves on the Business Advisory Council for the Williamson College of Business Administration, and was recognized as the 2015 Outstanding Business Alumnus. He is president of Glacier Sports Inc. and a past President and Treasurer of Canfield Diamond Backers, both charitable organizations. He is also a member of the board of directors at Cortland Bank and is a member of Leadership Club for the United Way of the Mahoning Valley.

### **Alex Simon, Jr. | Co-Owner; Finance**

Alex Simon, Jr. is among the fourth generation of Simon owners and serves as CFO of the company. Alex is a graduate of The Ohio State University, with a Bachelor of Science in Business Administration, specializing in Accounting. He also received a master's degree in Business Administration, specializing in Corporate Finance.

### **James Simon, III | Co-Owner; Quality Management**

James Simon, III joined the fourth generation of Simon ownership, with a focus on Operations. James currently serves as the Company's ISO management representative and has also worked in Service, Production, Manufacturing, IT, Estimating and Warranty departments within Simon. He developed the Simetrix calculator for the SR PreVision program. James is currently pursuing degrees in business administration and philosophy at Youngstown State University.

---

**Jessica Simon | Co-Owner; General Counsel**

As part of the fourth generation, Jessica joined Simon Roofing in 2010 as General Counsel. Prior to joining Simon Roofing, Jessica gained experience as an Associate at McCarthy, Lebit, Crystal & Liffman Co., L.P.A. in Cleveland, Ohio, and served as a judicial intern for the Seventh District Court of Appeals for the State of Ohio. Jessica is actively licensed as a Certified Public Accountant, 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. She earned a Bachelor of Science in Business Administration from The Ohio State University, a Master in Business Administration from Case Western Reserve University, and a Juris Doctorate from Cleveland Marshall College of Law. 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.

**Allison Vross | Co-Owner; Marketing/Customer Experience**

Allison Vross, a member of Simon's fourth generation, is a 2014 graduate of Duquesne University with a bachelor's degree in Business Administration with a specific focus in Marketing. She also obtained a Master of Business Administration degree at Youngstown State University in 2017. Allison is responsible for establishing and fulfilling marketing and promotional programs for sales representatives throughout its regional markets across the United States. Allison also manages content on all of Simon's social media platforms, develops strategies to deliver quality campaigns across multiple digital marketing channels, and maintains a focus on the customer experience at Simon Roofing.

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## *Owners Continued*

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### **Chelsea Hillard** | Co-Owner; Organizational Leadership

A member of Simon's fourth generation, Chelsea Hillard 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. Chelsea oversees the departments of Human Resources and Education with some involvement in the Safety Department through the Safety Governance Committee. She develops and implements programs to align the workforce and key business initiatives that support the accomplishment of corporate, business and developmental objectives.

### **Marian Vross** | Co-Owner; Regional Sales Manager

Marian Vross is a member of Simon's fourth generation. Marian graduated from the University of Toledo with a dual major in Professional Sales and Marketing. She has also obtained her Master of Business Administration degree with a focus in management at Nova Southeastern University. Marian is a manager in Simon's regional sales division. She is responsible for overseeing sales representatives at various branch locations.

## ***Executive Officers***

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### **Stephen J. Manser | President, CEO**

Stephen Manser oversees the day to day management decisions of Simon Roofing. With more than 36 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 38 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 include 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.

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## Simon Roofing

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### Experience

We've been in the commercial roofing business for 100+ years and we have ample experience with just about any type of commercial, industrial, government and institutional roof. So whether you're looking for a commercial roof repair, restoration, replacement – or comprehensive inspection and diagnostic services to determine the best course of action for your roof – you can rely on Simon to provide you with the smartest solution, and 24/7 reliable, responsive service to go along with it.



### Quality Control

Simon Roofing is able to provide you consistent quality in both our products and our service by manufacturing our own systems and using our own well-trained employees to install them. In fact, more than 99% of our national service work completed last year was self-performed. That means when you hire Simon Roofing, you get Simon Roofing. And with that level of quality control also comes greater warranty coverage. Our warranties cover both workmanship and materials – and should there ever be an issue, we'll respond within 24 hours.



## The Science Of Roofing

Our focus is always to extend a roof's service life and lower its life cycle costs. We look at roof replacements only as a last resort, which is why we've dedicated so much time, money and resources to the science of roofing. At our Simon Products manufacturing facility, we test, create and produce our own high-quality roofing and epoxy products.

Within our in-house SR PreVision laboratory, we conduct extensive product research and development, as well as state-of-the-art roof membrane testing and analysis. Savvy, budget-conscious clients have come to rely on us to not only tell them what the best course of action is for their specific roof, but to also show them scientific data proving its remaining useful life and best options for extending it.



## Commitment To Excellence

We are very proud of the ISO 9001:2015 certification Simon Roofing has earned for our entire organization; including product development and manufacturing, customer service, sales, professional services and our roof installation teams. This serves as an example of our commitment to deliver on our promise of high-quality commercial roofing products and exceptional service. Every day. Every job. Every client.

## Industries Served

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### Retail



Aaron's  
Albertsons  
AMC Theatres  
Big 5 Sporting Goods  
CEC Entertainment  
Cinemark Theatres  
Columbia Sussex  
Costco Wholesale  
CraftWorks Restaurants & Breweries  
CubeSmart  
CVS Pharmacy  
Dillard's  
Discount Tire  
Extra Space Storage  
Ferguson  
Gold's Gym International  
Greyhound  
HEB  
Herc Rentals  
Holiday Inn  
The Home Depot  
J.C. Penney  
JRN  
Kroger

Les Schwab Tire Centers  
Macy's  
Meijer  
Men's Wearhouse  
NPC  
Office Depot  
O'Reilly Auto Parts  
Penske Trunk Rental  
Pep Boys  
Petco  
Rainbow Apparel Company  
REI Co-Op  
Rite Aid  
RPM  
Ryder  
Sears Holdings  
Securcare Self Storage  
Service King  
Speedy Cash  
Sterling Jewelers  
Sunbelt Rentals  
Tire Kingdom/NTB Tire  
Toys "R" Us  
Tractor Supply Company

U-Haul  
Union Pacific  
United Rentals  
Valvoline  
WinSupply Inc.  
YRC Worldwide

### Real Estate



CBRE Group  
Cushman & Wakefield  
DDR Corp.  
Forest City Realty Trust  
HSA Commercial Real Estate  
Kin Properties, Inc.  
Monmouth Real Estate Investment Corp.  
The Muransky Companies  
Phillips Edison & Company  
Signature Flight Support  
United Capital Corp.  
Welltower

## Manufacturing



Aleris  
Artiflex Manufacturing  
AzkoNobel  
BP Lubricants USA  
Coca-Cola Bottling Co.  
Columbus Industries  
CONMED  
Diamond Innovations  
The Dow Chemical Company  
Ellwood Crankshaft Group  
ExxonMobil  
Folgers Coffee  
Fruit of the Loom  
International Paper  
Kennametal  
Kenworth Trucks  
PPG  
The Timken Company  
Welch's  
Worthington Industries

## Schools & Universities



Canfield Schools  
Poland Schools  
Youngstown City Schools  
Xavier University of Louisiana

## Restaurants



Benihana  
BJ's Restaurant & Brewhouse  
Celebration Restaurant Group  
Chipotle Mexican Grill  
Dave and Buster's  
Fiesta Restaurant Group  
Flynn Restaurant Group  
Food Management Partners  
On The Border Mexican Grill & Cantina  
Panda Restaurant Group  
Panera Bread  
Red Robin  
Ruby Tuesday  
Southern Multifoods  
Whataburger  
YUM! Pizza Hut  
YUM! Taco Bell

## Healthcare



Allegheny General Hospital  
Cardinal Health  
East Liverpool City Hospital  
Heartland Dental  
Mercy Health System  
Parrish Medical Center  
Southwest General Health Center  
Surgical Hospital at Southwoods  
Children's Hospital of Pittsburgh at UPMC

## Convenience Stores



ARCO  
CEFCO  
Chevron Corporation  
Circle K  
GPM Investments  
Loaf 'N Jug  
Murphy Oil  
Pilot Flying  
Sheetz  
Sunoco  
United Refining Co.

## Government



Air National Guard  
Bureau of Prisons  
DOD – Air Force  
DOD – Army  
DOD – Navy  
GSA  
National Park Service  
US Army Reserve  
United States Post Office  
US Army Corps of Engineers

## A Few of Our Raving Fans

"Simon has successfully completed a number of projects to both roofs and flat surfaces. I have found Simon's team to be refreshingly cooperative and attentive, always providing alternative solutions to our needs, with satisfactory results. Simon brings a level of client side understanding that sets them apart from others, and makes them a contractor of choice when considering our next project."



**Clay Ralston**  
Senior Director,  
Property Management  
Phillips Edison & Company

"I wanted to express my satisfaction with your company's performance over the past 10 yrs. I have called on Simon Roofing for repair service and new roof installations across the US. Your company has always responded within my expectations and pricing has always been competitive."

**Trey Terry**  
Eastern Regional Facilities Manager  
United Rentals Inc.



"Working with Simon Roofing is a win-win because we get the experience and reliability of a national company, coupled with the one-on-one communication and responsiveness of a local company. Over the years we've relied on their extensive testing and analysis to help us understand what course of action is best for our roofs, and have used them for repairs, a restoration and a replacement."



**Ed Muransky**  
CEO  
The Muransky Companies

“Ruby Tuesday has had a very strong relationship with Simon Roofing for many years, and through this time we have experienced impeccable customer service and quality work. Simon Roofing uses state of the art technology to survey roofing systems to determine the length of time remaining so that you can preemptively plan roofing upgrades, restorations, and replacements. Whether you are in need of emergency service or a planned project, you are always provided with an abundance of photos, data, and sustainable options to make the best possible decision for your business ...I can honestly say our account is always handled with care and efficiency, and we are always responded to in a timely manner no matter the circumstances. I would wholeheartedly recommend giving Simon Roofing an opportunity to assist with your roofing needs.”

**Ruby  
Tuesday**

**Kevin Carringer**  
Senior Director of Facilities  
Ruby Tuesday

“The energy and resourcefulness of the Simon Roofing personnel helped us continue our daily activities of teaching over 300 students. Due to their efforts, we now have a roof that is second to none and we feel very confident that it will contribute over the next 20 to 25 years to positively impacting and reaching our successful levels of learning, both of which we would have otherwise missed.”

**Deloris Summers**  
President/CEO  
Upstate Circle of Friends



**UPSTATE CIRCLE OF FRIENDS**

## Simon Surfaces



### Concrete Repairs & Resurfacing

Our concrete repair services provide quick and economical solutions for repairing, resurfacing and/or rebuilding cracked or damaged concrete surfaces in both industrial and commercial environments.

Advantages of choosing an epoxy-based solution instead of a concrete replacement include:

- 2-3 times stronger than standard concrete
- Resistant to standard chemicals like gas, oil and salt
- Can be custom-colored to meet branding or safety requirements
- Less downtime and disruption to business

Our epoxy-based mortar products include patches, crack fill, heavy duty and high-performance coating systems.



### Epoxy Surface Coatings

Whether it's for industrial or commercial applications, Simon Surfaces' epoxy flooring and coating options are proven to deliver the high-performance, durability, aesthetics and low-maintenance characteristics you're looking for.







## Gas Island Restorations

Epoxy mortar products work especially well in gas island applications because the pump does not need to be removed, significantly minimizing the station's downtime.

And, because our epoxy is significantly stronger than standard concrete, our restoration system completely eliminates the need for a metal band, meaning no more rust for you.

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**Simon Surfaces, a division of Simon Roofing, has you covered.**

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## Simon Products

Through our state-of-the-art laboratory and manufacturing facility, Simon Products serves as the product development and manufacturing division of Simon Roofing.

Our manufacturing facility incorporates contemporary “LEAN manufacturing” principles focused on minimum waste and maximum productivity. This includes intense quality control standards that ensure our products are produced consistently time and time again, maximizing customer satisfaction and minimizing waste.



When it comes to testing the strength, durability and performance of roofing materials, Simon Products is a national leader. While some companies may test individual components of a product, we test the entire system, which leads to accurate, data-rich, science-based results that are truly indicative of a system's performance.

Our focus on product testing has triggered innovations within our roofing materials, causing them to be brighter, more reflective and fortified to improve elongation and tensile strength – all characteristics important for roof systems to perform best in specific climates.

The CLP™ Roofing System, the most recent product to be added to our lineup, is a technologically advanced multi-ply seamless roof replacement option that offers weathering characteristics far superior to industry standard singly-ply solutions.



## Affiliations

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



## Safety Statement

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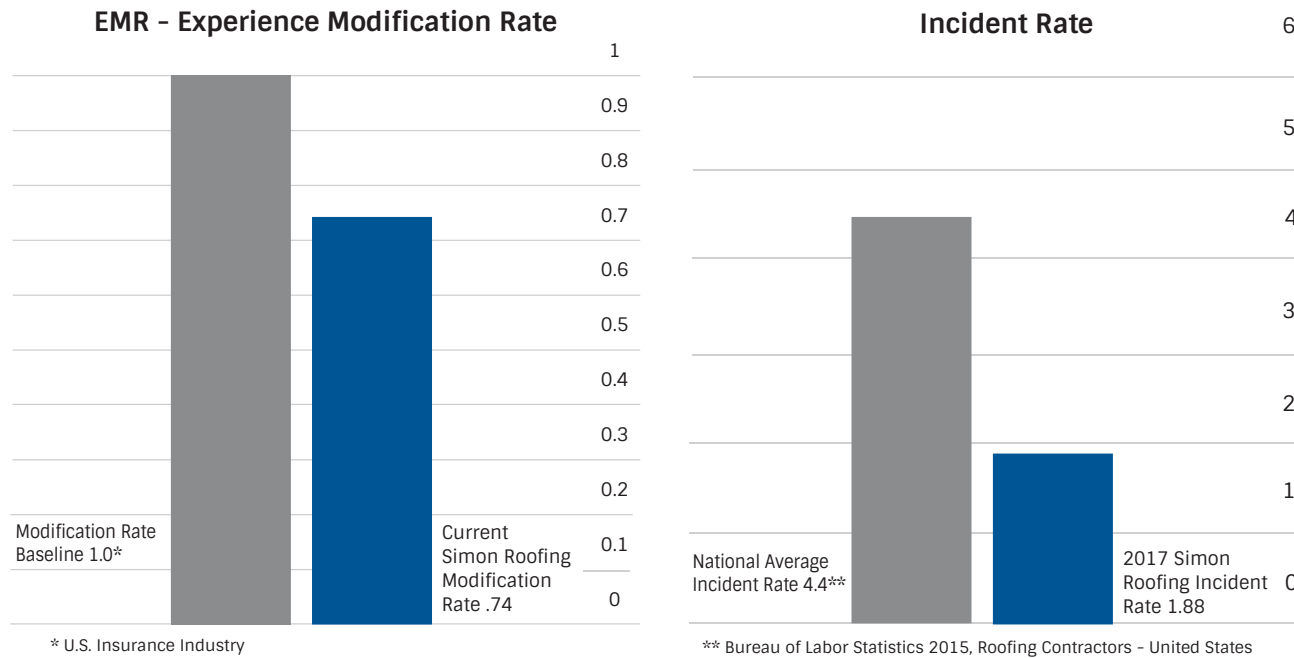
Safety is #1 among our core values, and we are very proud of our safety record, which continues to be better than most in the roofing industry.

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 .74 is a true testament to Simon's commitment to continuously monitoring and looking for ways to improve our safety record.

The Incident Rate is the primary indicator of safety performance that is widely used throughout the industry. Incident Rates are fairly easy to figure out and can be compared between one company and another. Incident Rates are measurements of past performance and illustrate how many work-related incidents have occurred, as well as the severity of each one.

In 2017, Simon posted a 1.88 incident rate which is 57% lower than the industry average of 4.4. Simon Roofing's commitment to safety is relentless and includes training for all of its employees — both on and off the roof. Our ongoing goal is to lower the Incident Rate and decrease the Experience Modification Rate year after year.





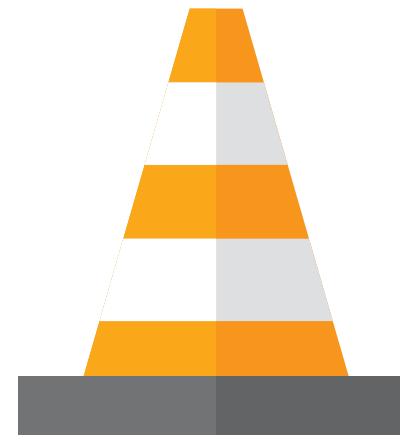
We strive to always provide a work environment (both at our offices and on our jobs), which is inherently safe and free from all recognizable hazards and situations that could result in injury or illness to our employees. In accordance with this value, we develop a Site Specific Safety Plan when necessary. 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 Practices

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Safety remains a priority in every aspect of our business. Core values, proper processes and the safety manual are reviewed in detail during new employee orientation and safety training to ensure we convey the importance of practicing safety. 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*

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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 measure 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.

Simon Roofing is unique in that it has its own specialized “Train the Trainer” program for Aerial Lifts, Forklifts, Man lifts and HyLifts (Lulls) so that our workers understand the hazards specific to our work, not just generic training meant to meet OSHA requirements. This training is documented and tracked for any employee required to perform such tasks.

We provide our own in-house OSHA 10 Hour Training, tailored to fit our specific type of work. Supervisors also receive more intensive safety training, with many completing the 30-hour OSHA approved courses.

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## *On-Site Safety*

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### **Site Inspections**

Job safety is really the product of two factors — the training Simon employees receive and the conditions on the job site. We provide comprehensive site-specific safety plans that we believe are the best in the industry. 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 particular safety challenges the job 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 typically visit every Simon job in progress at least weekly.

#### **Unannounced**

Unannounced inspections are conducted by the insurance company or Simon personnel.

## *The Safety Team*

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Simon Roofing employs a Safety Governance Committee that is led by our Chief Legal Counsel and includes several owners and executives. The “Safety Steering Team” consists of leaders from all areas of our business and branches.

### **Hazardous Materials**

Simon Roofing has highly trained and experienced Asbestos Supervisors and Asbestos Technicians who are strategically located across the country. We have training, equipment and protocols for protecting our workers from air contaminants, including volatiles and heavy metals such as lead, cadmium, chromium and arsenic.

Questions regarding Simon Roofing’s safety initiatives and practices can be directed to:

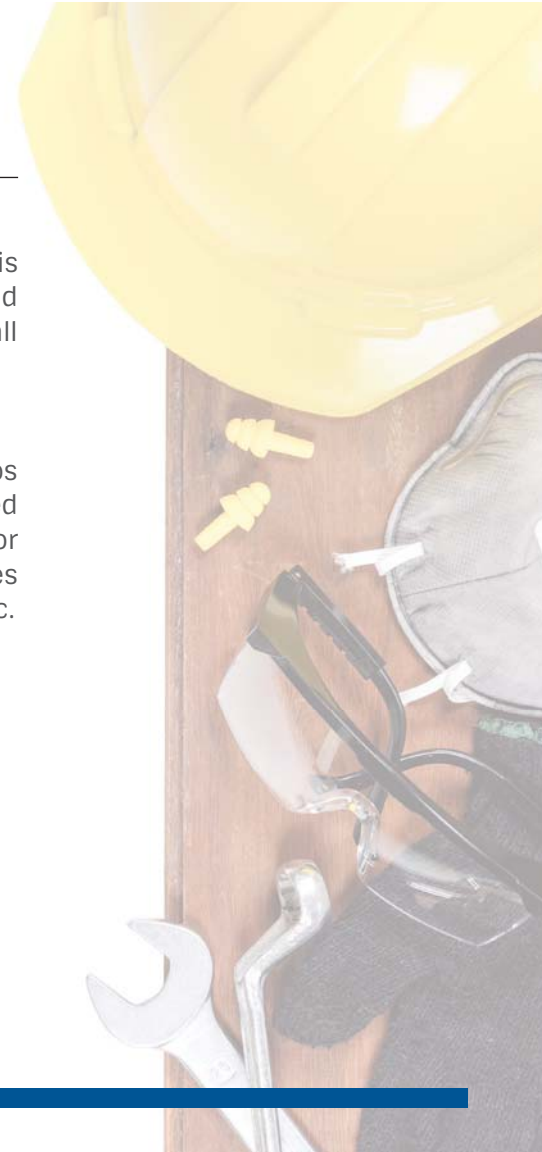
**Walter C. Fluharty**, Psy.D, SPHR, CEES

V.P. Environmental Health, Safety and Organizational Development

☎ 800.523.7714 ext. 1121

☎ 330.716.5730

✉ [wfluharty@simonroofing.com](mailto:wfluharty@simonroofing.com)





## 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 - Richmond  
Sacramento - Salt Lake City - San Antonio - San Diego - San Francisco - San Jose - Seattle - Shreveport  
Spokane - St. Louis - Statesboro - Tampa - Tulsa - Washington D.C. - West Palm Beach - Youngstown