

VENDOR CONTRACT

Between non Roofing & Sheet Metal Corp., dba SR Produ and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS) For JOB ORDER CONTRACTING – 1012116

General Information

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

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

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Definitions

CITY COST INDEX, Defined pricing indices published by R.S. Means (see R.S. Means) as local modifiers to the national cost data.

CLIENT MEMBER is any ISD/USD, ESC, University, Municipality, County, Federal or State Agency or non-taxed entity empowered to enter into an agreement with TIPS via their governing boards or trustees. In the State of Texas an interlocal agreement must be signed by the client.

In other states, the client is responsible for meeting their state requirements.

COEFFICIENT is the contractors' coefficient multiplier that is applied to the local city cost index and the total sum of line item estimates for each individual Job Order. It will include all overhead items such as office, safety equipment, vehicles and fuel, computers, communication devices, printers, programs, insurance maintenance, two percent TIPS management fee, final site cleanup and all contingencies.

DELIVERY ORDER (DO) is the scope of services approved from the Job Order Proposal and reviewed and approved by the Client for the PO.

JOB ORDER is a line item estimate taken from a job order proposal using the coefficient and R.S. Means which, upon agreement to by the client member, becomes a lump sum fixed price contract and a notice to proceed for the stated scope attached to the purchase order.

JOB ORDER CONTRACTING (JOC) is a variable term indefinite delivery, indefinite quantity contract for construction services on an on call basis through negotiated line item delivery orders (job orders) to include minor construction, repair, renovation, alterations, maintenance projects and limited design for architectural and engineering services. It is based upon the contracts priced coefficient applied to the city cost index and the line items in the unit price book (RS Means). When the line items are agreed to it becomes a lump sum firm fixed price contract for that negotiated scope of services.

JOB ORDER PROPOSAL is the response from the contractor to the client member from the clients request for a specific project. It will contain the line item estimate for the project as defined in the UPB and include a written scope of work for services to be performed.

JOB ORDER PROPOSAL REQUEST is originated from the client and provides a general scope of project services or architectural drawings, a requested schedule and any special addendum requirements. From this information the contractor will develop the scope of work for his job order proposal.

NON PRE-PRICED ITEMS are those items that cannot be found or reasonably compared to listed line items in the UPB.

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

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

UNIT PRICE BOOK (UPB) will be the current addition of RS Means Facilities Construction Cost Data or if published RS Means Job Order Contracting Cost Data – the published quarterly updates will be allowed.

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

SCOPE OF WORK (SOW) is the specific work that has been agreed to be undertaken and accomplished under the TIPS contract via the delivery order process.

Terms and Conditions

Freight

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

Warranty Conditions

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

Customer Support

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

Contracts

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

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

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

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

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

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

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

Shipments

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

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking

number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

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

Pricing

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

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

Participation Fees

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

Indemnity

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

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

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

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

Multiple Vendor Awards

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

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing Deviation

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

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any

obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

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

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

TIPS Member Purchasing Procedures

Proposal Process: Vendor gives TIPS member scope of work and price.

Vendor gives TIPS scope of work, line item estimate and price.

Purchase Order Process:

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

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

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

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

Licenses

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

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

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

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Stored materials

Upon prior written agreement between the contractor and Member, payment may be for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the contractor against loss or damage. Contractor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must allow reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Upon final acceptance by the Member, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

Smoking

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

Invoices

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

Marketing

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

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and

federal laws governing the sale of products/services identified in the RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

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

SERVICES

It is the intention of TIPS to establish an annual contract with highly qualified vendor(s) for **Job Order Contracting**. Vendor(s) shall, at the request of TIPS member, provide these products and/or covered services under the terms of this CONTRACT and the CONTRACT TERMS AND CONDITIONS. Vendor shall assist the end user TIPS member with making a determination of its individual needs, as stated below.

TIPS is seeking electronically sealed proposals for job order contracts for this procurement in accordance with Texas Government Code Chapter 2269, Subchapter (I) Job Order Contracting. The purpose of this procurement is to award job order contract(s) for the minor construction, repair, rehabilitation, or alternation of a facility for work of a recurring nature in which the delivery times are indefinite and indefinite quantities and orders are awarded substantially on the basis of pre-described and pre-priced tasks.

The contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for construction work. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by TIPS client partner.

A contract will be established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB). When a specific project or job order is issued, TIPS member and the contractor will agree on the scope of work and the cost is determined by applying the coefficient to the appropriate units in the UPB.

Information to Bidders

TIPS intends to enter into multiple Job Order Contracts to provide indefinite delivery, indefinite quantity (IDIQ) contracts for minor construction, renovation, repairs and alteration services. These contracts will be available for use by all public entities such as ESC's, ISD's, universities, city and county governments, community colleges, state and federal agencies in these United States and other jurisdictions. It may also be used by certain private non-taxed entities.

The contractor agrees to use, as required, Davis Bacon (See the UPB) or local wage rate that apply with some of the TIPS client members. The client member must supply any Davis Bacon or local wage rates requested.

The current annual edition of RS Means and quarterly adjustments will be the UPB used.

TIPS will receive **2% of the total revenue** from each PO executed under this contract. This fee will be included in the contractors priced coefficient and will not be issued as a separate line

item in any job order proposals issued to client members. This contract management fee will be required to be paid within thirty (30) days of the completion of any job order. If the job order has progress payments on large DOs the contractor will be required to pay in proportion to these payments within thirty (30) days of the invoice date.

RS Means will be the unit price for this contract using the RS Means right hand column ("Total Inc. O&P") and the most recent edition including any quarterly RS Means 12-digit line number. Contractors, at their expense, will make copies of the UPB available to the client member upon request via electronic or printed media.

While division one of the UPB will not be generally allowed, special requirements out of division one may be allowed with the approval of the client member and listed as a separate line item with an attachment giving an explanation as to the special need. One example would be a dedicated onsite safety officer and/or delivery order manager and/or superintendent at all times during construction. Unless this is very large DO, it would not be covered in the JOC coefficient. The mere signing of the Purchase Order without the noted exception and approval is not sufficient.

As defined, the contractor's bid coefficient shall include all overhead items such as office, safety equipment, vehicles and fuel, communication equipment, computers, printers, programs, insurance maintenance, two percent TIPS management fee, final site cleanup and all contingences. The contractor, at his expense and included as part of overhead, will provide adequate insurance coverage meeting at a minimum the statutory requirements. All project management, administration, and sufficient jobsite supervision are to be included in contractor's bid coefficient as well as any other main office or project overhead and profit items.

Items that are not found in the UPB will be listed as "non-pre-priced". This does not include previously discussed design and engineering costs. The contractor will provide three prices to establish the average bare cost for each item and add in the Overhead and Profit (OH/P) based upon the contractor's coefficient. This line item will then be negotiated with the client member and as approved the item will then be added to the price book for future projects and no longer is non-pre-priced. The need for this special treatment needs to be addressed in the line item estimate and agreed to by the client member and TIPS.

Performance bonds will be required on all Job Orders over \$100,000 and payment bonds on all Job Orders over \$25,000 or meeting the client member's local and state requirements. A letter from a surety company that is licensed to do business in the state of Texas, or client member state, attesting to its willingness to bond your company for \$1 million dollars must be submitted. Contractors may need to provide additional capacity as job orders increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the client member and added to the purchase order.

SCOPE OF SERVICES

The specific scope of work for each job order shall be determined in advance and in writing between TIPS Client Member and Contractor.

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

CONTRACT AND DOCUMENTS

The contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the contractor's proposal. Once signed, if the contractor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail.

The Unit Price Book (UPB) will be the current edition of RS Means Facilities Construction Cost Data or if published RS Means Job Order Contracting cost data. The current edition AIA Master Text specifications and all applicable national, state, and local laws, codes, standards and regulations shall be followed.

Other documents to be included are the contractor's proposals, task orders, purchase orders and any adjustments which have been issued.

PROJECT DELIVERY ORDER PROCEDURES

The client member, having approved and signed interlocal agreement, may make a request of the contractor under this contract when the 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 contractor shall make contact with the client as soon as possible, but must make contact with the client member within two working days. Contractor shall visit the member's site and conduct a walk-through/project scoping with the member's representative to define the scope. Contractor's representative shall perform due diligence to request and gather all available project relevant existing conditions and record

documents from client member to include, but not limited to, hazardous materials survey and other relevant documents.

The contractor and the member will agree on the time when the job order proposal will need to be reviewed for approval by the client member. The contractor will then prepare a job order proposal including a written scope of work using an automated software system that will provide a line item estimate of the individual tasks, the quantities, the city cost index, his bid coefficient, and any applicable cost additions including any possible division one line items and design work that may be required and in need of approval. Information on those division one items that may be included can be found in information for offerors.

Contractors will be required to submit Job Order proposals and shall provide a line estimate based upon their coefficient and the UPB for that SOW which must be reviewed and agreed to by the client member prior to their issuance of a PO and DO.

When design work is necessary, the A/E selection shall confirm and be based upon qualifications of the design personnel according to applicable state law for selection. The client member may select an architectural consultant or use their own design capabilities providing the plans to the contractor.

The line items taken from the UPB and the estimated quantities totaled will be modified with the application of the city cost index and the contractor's coefficient. Any adjustment factors from division one will be added to establish the final price agreed to for the project. Cost adjustment factors, as allowed, must clearly identify those individual tasks (line items) to which they are applicable and include corresponding percentage.

The client member will then review the proposal and if the member's representative is in agreement with the proposed pricing and schedule, then other terms and requirements of the job order will be issued that will contain the approved job order proposal (scope of work) and the Purchase Order ("PO"). The PO will include the lump sum price, start date, schedule and notice to proceed and will be signed by both parties as a lump sum fixed price contract. After the agreement is signed, a copy of the purchase order shall be sent to TIPS representative completing the contracting and interlocal requirements. Each job order proposal shall be good for a period of 30 days unless an extension is agreed to by both the contractor and client member.

SCHEDULING OF PROJECTS

Scheduling of projects will be accomplished when the client member issues a purchase order that will serve as "the notice to proceed" and will contain the job order as an attachment based upon the negotiated line estimate and approved Job Order proposal. For large projects a Construction Project Management (CPM) schedule should be included in the proposal. The

construction performance 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 contractor shall notify the client and have the client member inspect the work for acceptance under the scope and terms in the PO. The client will issue in writing any corrective actions that are required. Upon completion of these items the client will issue a completion notice and final payment will be issued.

SUPPORT REQUIREMENTS

If there is a dispute between the contractor and client, 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 contractors TIPS project files, documentation and correspondence.

The contractor will be required to furnish and maintain a field office in an awarded region. All of the expenses of maintaining these offices including furnishings, supplies, fax, and mobile and local phone services are the contractor's overhead responsibilities.

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

Estimating Requirements: Awarded contractor must use Cost Works, JOC Works, RS Means Online, 4 Clicks, or Other approved estimating software. "Other software" than one of the four software programs listed above **must be approved by TIPS.**

Special Terms and Conditions

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

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

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

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

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

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe General Manager	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	David Mabe, Construction Contracts Manager	Contact
Phone	+1 (903) 243-4759	Department		Department
Fax	+1 (866) 749-6674	Building		Building
Bid Number	1012116	Floor/Room		Floor/Room
Title	Job Order Contracting	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	11/02/2015	Email	bids@tips-usa.com	Email
Close Date	12/11/2015 3:00:00 PM CT			
Need by Date				

Supplier Information

Company SR Products
 Address 1380 Highland Road
 Macedonia, OH 44056
 Contact Cyndi Strunk
 Department SRPSG
 Building
 Floor/Room
 Telephone 1 (330) 998-6500
 Fax 1 (330) 998-6600
 Email cstrunk@simonroofing.com
 Submitted 12/10/2015 12:37:27 PM CT
 Total \$0.00

Signature Cyndi Strunk

Email cstrunk@simonroofing.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

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

6	Primary Contact Name	Primary Contact Name	Cyndi Strunk
7	Primary Contact Title	Primary Contact Title	VP Operations/Finance, SRPSG
8	Primary Contact Email	Primary Contact Email	cstrunk@simonroofing.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	3309986500
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	3309986600
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	3306074813
12	Secondary Contact Name	Secondary Contact Name	Mike Perry
13	Secondary Contact Title	Secondary Contact Title	VP Sales
14	Secondary Contact Email	Secondary Contact Email	mperry@simonroofing.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	7574340674
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	7574969182
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	7574340674
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Cyndi Strunk
19	Admin Fee Contact Email	Admin Fee Contact Email	cstrunk@simonroofing.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	3309986500
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Cyndi 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)	3309986500
24	Company Website	Company Website (Format - www.company.com)	www.simonroofing.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	34-1430114
26	Primary Address	Primary Address	1380 Highland Road
27	Primary Address City	Primary Address City	Macedonia
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	OH
29	Primary Address Zip	Primary Address Zip	00456

30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Roofing Rubberized structural sement Leak Inspection Emergency Repair BUR Thermoplastic Tar Elastomeric Mastic Cold-applied Asbestos Metal Insulation Single ply Flashing Polymer Asphalt Pitch pocket
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Plano
34	Company Residence (State)	Vendor's principal place of business is in the state of?	TX
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	Yes
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes

41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	3
44	Years Experience	Company years experience in this category?	115
45	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

Line Items

Response Total: \$0.00

CONTRACT Signature Form

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

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

Mailing Address: 1380 Highland Road

City: Macedonia


State: OH

Zip: 44056

Telephone Number: (330) 998-6500

Fax Number: (330) 998-6600


Email Address: cstrunk@simonroofing.com

Authorized Signature: 

Printed Name: Cyndi Strunk

Position: VP Operations/Finance, SRPSG

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

 1/21/16
TIPS Authorized Signature Date

 1/21/16
Approved by Region VIII ESC Date

References

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

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

Company Profile

Please provide the following:

1. Company's official registered name.
Simon Roofing & Sheet Metal Corp., dba SR Products
2. Brief history of your company, including the year it was established.
Simon Roofing, now in its second century of continuous operation having been established in 1900, offers a full line of Roofing Services. Specializing in the installation and manufacturing of the highest quality roofing, waterproofing and flooring products available, Simon Roofing is uniquely qualified to provide a variety of services necessary in maintaining the integrity of your building systems. We are committed to providing state-of-the-art technology, unique and time tested products and unparalleled asset management tools which have propelled the company into a leading position in the industry. Our clients represent every sector of the industrial and commercial building environment including local and federal government contracts throughout the fifty states.
3. Corporate office location.
70 Karago Avenue; Youngstown, OH 44512
4. List the total number of sales persons employed by your organization within the United States, broken down by market.
With over fifty offices throughout the United States, the headcount for sales people will not normally exceed a hundred employees serving all 50 states and Puerto Rico.
5. List the number of location of offices, or service centers for all states being bid in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
Please see Branch Listing that follows
6. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes (***see attached 2015 Qualification Statement***):
 - A. Sales ***Mike Perry, VP Sales, AIA 757-434-0674***
 - B. Sales Support ***Scott Melton, Texas Territory Manager 214-505-1453***
 - C. Marketing ***Mike Perry, VP Sales, AIA 757-434-0674***
 - D. Financial Reporting ***Cyndi Strunk, VP Operations/Finance, SRPSG CPA MSA 330-998-6500***
 - E. Executive Support ***Mike Perry, VP Sales, AIA 757-434-0674***

7. Define your standard terms of payment.

Net 30

8. Overall annual sales for the last three (3) years; 2013, 2014, 2015

2013	\$ 65,300,738
2014	\$ 77,702,518
2015YTD	\$ 76,611,393

9. What differentiates your company from competitors?

With historical data not available to most in our industry, we provide a comprehensive, unbiased approach to assist our clients in the management of their roofing assets. From preliminary roof evaluations to complete solution designs, construction administration and project management to on-site installation monitoring, our services are tailored to allow property owners the ability to maximize the performance as well as return on their investments. Our diverse experience with every major manufacturer in the industry provides us the ability to evaluate all types of systems including BUR, Modified, Single Ply, Hybrid Modified BUR, restored membranes, Standing Seam Metal, Green Roofs and various specialty systems.

Marketing/Sales

1. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:
 - a. A co-branded press release within first 30 days
 - b. Announcement of award through any applicable social media sites
 - c. Direct mail campaigns
 - d. Co-branded collateral pieces
 - e. Advertisement of contract in regional or national publications
 - f. Participation in trade shows

Having the pleasure of first doing business with TIPS seven years ago, Simon Roofing has taken multiple approaches over the years that have included educational releases, mailers, trade shows, in-house training and conferences to educate both our salesforce and their markets of this opportunity of a streamlined approach to best deal with members' roofing needs in a simplified manner. This newest opportunity will be communicated in similar channels including the national sales conference involving our nationwide salesforce.

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

In the initial meeting with eligible entities, our sales representatives educate the entity if they are not already familiar with the benefits TIPS brings to the table and the way as a member they can utilize a simplified and cost effective approach. Questions are answered, references to the many successful projects are given, and any follow up is subsequently handled.

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

One of the ways Simon Roofing markets is through an in-house telemarketing department that focuses on specific customers, with TIPS membership being something that can be offered to eligible entities that are not already members. This program of educating eligible government customers is one that is communicated in all of our sales training provided to new as well as seasoned sales representatives.

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

\$ 500,000 in year one

\$ 650,000 in year two

\$ 750,000 in year three



SIMON
ROOFING™

2015
QUALIFICATION STATEMENT

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CORPORATE HEADQUARTERS

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

COMPANY HISTORY

REBUILD, PROTECT & RESTORE – ROOFS, CONCRETE AND MORE

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

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

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



MANUFACTURING
TESTING & ANALYSIS
NEW PRODUCT DEVELOPMENT



REPAIRS & RESTORATIONS
ROOF ASSET MANAGEMENT
ROOF REPLACEMENTS



GAS ISLAND RESTORATION
CONCRETE REPAIRS,
WATERPROOFING & RESURFACING
EPOXY & RUBBER FLOORING

FROM THE PRESIDENT

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

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

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

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

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

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



Stephen J. Manser
President/Chief Executive Officer
Simon Roofing

FINANCIAL & INSURANCE INFORMATION

Financial Information

- ✓ **Primary Banking Institution**
PNC Bank
100 East Federal St.
Youngstown, Ohio 44503
- ✓ **Independent Auditors**
Pease & Associates, Inc.
1422 Euclid Avenue, Suite 801
Cleveland, Ohio 44115
- ✓ **Dun’s Number**
11-303-3765
- ✓ **Bonding Capacity**
\$50,000,000.00+

References

- ✓ **Trade References**
Banner Supply
MBCI
Hertz Equipment Rental
- ✓ **Bank References**
PNC Bank
100 East Federal St.
Youngstown, OH 44503

Insurance

- ✓ **SURETY (Surety and Bonding)**
CNA Surety (Western Surety Co.)
- ✓ **CASUALTY INSURANCE BROKER**
Althans Insurance Agency, Inc.
543 E. Washington St.
Chagrin Falls, OH 44022
440.247.6422
www.althans.com
- ✓ **SURETY BROKER**
Althans Insurance Agency, Inc.
543 E. Washington St.
Chagrin Falls, OH 44022
440.247.6422
www.althans.com
- ✓ **CASUALTY INSURANCE CARRIER**
Liberty Mutual – Workers’ Compensation and
General Liability
Cincinnati Insurance – Automobile
- ✓ **CASUALTY POLICY LIMITS:**
Workers’ Compensation – Statutory
Automobile Liability – \$2,000,000
General Liability – \$1,000,000 per occurrence
General Liability– \$2,000,000 aggregate
Umbrella Liability – \$50,000,000
Professional Liability – \$1,000,000

EXECUTIVE OFFICERS

Alex J. Simon Owner

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

James J. Simon Owner

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

Jessica Simon Owner/General Counsel

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

Anthony R. Vross Owner

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

EXECUTIVE OFFICERS

Chelsea Vross

Owner/Organizational Leadership

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

Allison Vross

Owner / Regional Marketing

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

Stephen J. Manser

President, CEO

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

Steve Harnish

President, SR Products Solutions Group

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

Michael J. Dohar

COO

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

Stephen E. Duke

CFO

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

SIMON ROOFING

REPAIRS & RESTORATIONS ■ ROOF ASSET MANAGEMENT ROOF REPLACEMENTS

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

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

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



24/7/365 Emergency Services Center
866.641.7663 / callcenter@simonroofing.com

INDUSTRIES SERVED

Retail

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

Manufacturing

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

Government

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

Real Estate

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

Health Care

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

School Systems

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

A FEW OF OUR RAVING FANS

Ruby Tuesday, Inc.

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

Packaging Solutions – International Paper

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

TBC Retail Group (Tire Kingdom)

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

TDI Equipment Resources

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

U.S. Army Corps Of Engineers

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

SIMON SURFACES

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

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

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

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

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

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

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



BEFORE



AFTER

A LOOK AT OUR CUSTOMERS

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

SIMON PRODUCTS

MANUFACTURING ■ TESTING & ANALYSIS NEW PRODUCT DEVELOPMENT

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

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

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

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

Affiliations

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

SAFETY STATEMENT

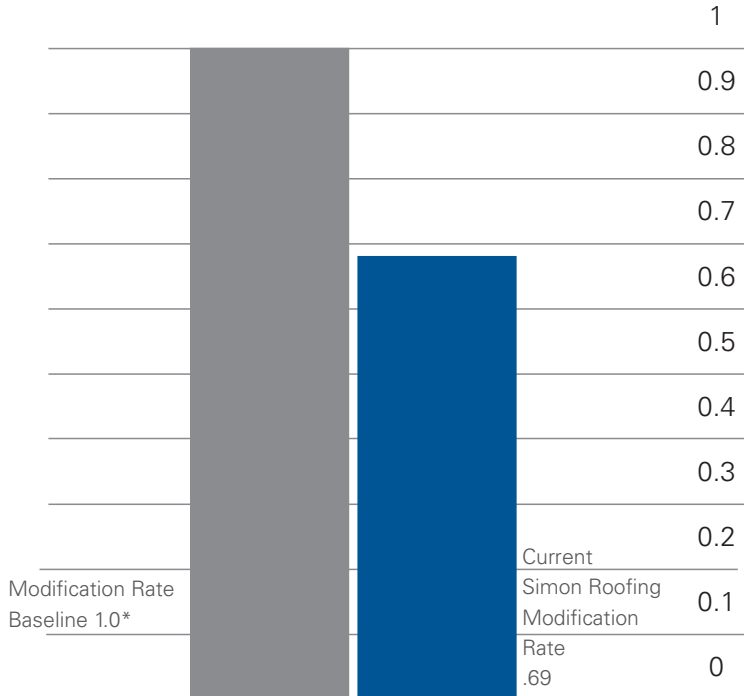
“SAFETY IS #1 AMONG OUR CORE VALUES.”

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

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

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

EMR EXPERIENCE MODIFICATION RATE



* U.S. Insurance Industry

SAFETY PROCESSES

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

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



SAFETY TRAINING AT SIMON

● Laborers

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

● Supervisory personnel

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

ON-SITE SAFETY

SITE INSPECTIONS

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

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

ON-SITE SAFETY

Hazard Communication

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

Simon Safety Coordinator

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

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

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



SIMON ROOFING CREED

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

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

Service Centers

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

Branch Listing

099 CORPORATE					
Address		Name	Mobile	Name	Mobile
	70 Karago Ave	Abraham, Gabriel	330-233-2813	Palm, Carl	312-505-6482
	Youngstown, OH 44512	Augustine, Roccc	330-720-7165	Patterson, Ryan	614-371-8844
Phone:	330-629-7663	Christopher, Justine	234-855-2961	Peterson, CR	330-853-0234
Phone:	800-523-7714	Cook, Rick	330-301-6116	Poultney, Jenn	330-717-2685
Fax:	330-629-7399	Detec, Phil	216-225-7202	Reynolds, Cara	330-314-6565
RT:	330-629-7392	DiTosti, Kim	330-550-2343	Richards, Allisor	330-314-5123
Directory	800-558-7714	Dohar, John	330-531-5521	Robertshaw, Michae	330-314-5202
		Dravecky, George	330-501-6249	Simon, Alex	330-507-3250
		Duke, Steve	440-821-5074	Simon, David	330-885-1979
		Dulay, Ed	330-720-8464	Simon, Jamie	330-550-2609
		Erjavic, Jami	330-717-1160	Simon, Jessica	330-727-0853
		Fluharty, Walter	330-716-5730	Susinskas, Bob	330-635-9223
		Hemphill, Gary	330-727-5449	Terlesky, Tony	330-565-3030
		Jarvis, Greg	330-314-3476	Thompson, Benita	330-509-0707
		Kline, Ben	330-301-2382	Turner, AJ	216-857-0058
		Landers, Phil	330-314-7101	Vizzuso, Carrie	330-610-0260
		Ludt, Lisa	330-314-2401	Vross, Anthony	330-423-9166
		Lyden, Tiffany	330-720-8750	Washington, Gene	330-397-1439
		Maier, Gary	412-523-2834	West, Kelly	330-506-3527
		Morocco, Kelly	330-397-1256	Zipfel, Jeff	330-233-2867
		Morris, Melissa	330-301-2764		

FAX NUMBERS					
		Name	Fax	Name	Fax
		A/P	330-629-7397	Call Center Emergencies	330-651-7624
		A/R & Credit/Collections	330-629-7391	Diane Marinoff/Payrol	330-629-7390
		Purchasing	330-629-7398	HR/Benefits/401K	330-965-4901
		Nat. Accts & Gov.	330-629-7485	Call Center for Customers	330-629-7394
		Estimating	330-629-7492	Safety	330-629-7674
		Call Center Emergencies	866-641-7663		

064 AKRON, OH					
Address		Name	Mobile	Name	Mobile
	2477 Mogadore Road	Burkholder, Kellen	330-224-5079	Smith, Amanda	330-272-2018
	Akron, Ohio 44312				

037 ALBANY, NY					
Address		Name	Mobile	Name	Mobile
		Masters, Eric	914-318-1712	Payant, Jasen	518-450-8688
		Paul, Jeff	518-344-9388	Watson, Geroge	585-261-5106

013 ATLANTA, GA					
Address		Name	Mobile	Name	Mobile
	2855 Washington Street	Brown, Kelsey	470-533-6107		
	Avondale Estates, GA 30002	Gardner, Lamont	770-731-3363		
Phone:	404-292-3010	Garber, Zachory	678-296-8794		
Fax:	404-292-3080	Merck, Braxton	404-797-5545		
RT:	404-292-3090				

016 Baton Rouge, LA					
Address		Name	Mobile	Name	Mobile
	2828 South Ruby Avenue	Achord, Michae	225-290-9322	Johnson, Andre	225-290-0855
	Gonzales, LA 70737	Carrera, Byron	225-450-4718	Jones, Ryan	225-828-9573
Phone:	225-647-8407	Carroll, Maxwel	225-450-5144	Kendrick, Willie	225-618-3525
Fax:	225-647-8410	Cozzitorto, Tony	919-868-2941	Layton, Dave	225-348-4187
RT:	225-647-8408	Delsignore, Louis	225-450-4572	Tracy, Gregory	603-502-9315

015 BIRMINGHAM, AL					

Address	Name	Mobile	Name	Mobile
	Adams, Joe	205-757-4849	Jones, Edward	205-285-1726
	Jones, Thaddeus	205-285-7143	McGee, Bernard	205-514-2028

045 BOSTON, MA				
Address	Name	Mobile	Name	Mobile
	Gogan, Chris	617-817-5357	Shields, Chris	603-793-7267
	Labonte, Jonathan	603-502-9453		

050 BUFFALO, NY				
Address	Name	Mobile	Name	Mobile
	Shields, Chris	603-793-7267	Watson, George	585-261-5106

001 CHARLOTTE, NC				
Address	Name	Mobile	Name	Mobile
1810 Industiral Center Cii	Abraham, Pablo	919-796-1656	Manser, Steve	704-904-1571
Charlotte, NC 28213	Ball, Marion	980-228-0825	Martinez, Franciscc	330-233-0106
Phone: 704-599-0440	Brewer, James	704-840-5067	Massey, Billy	704-507-3555
Phone: 800-325-3592	Bulu, Timi	980-213-8580	Miller, Jeff	704-634-3462
Fax: 704-599-0046	Harker, John	704-507-1155	Moore, Chris	704-900-9039
RT: 704-599-0045	Hodge, David	980-939-2001	Moose, David	704-779-1110
	Hmok, Pli	704-614-7612	Ramirez Gutierrez, Ubaldc	704-222-1228
	Hudgins, Rondel	704-722-7824	Rice, Debbie	980-621-2630

018 CHICAGO, IL				
Address	Name	Mobile	Name	Mobile
227 James St. Unit #2	Gordon, Glauser	630-768-2070	Kramer, Mike	312-772-1181
Bensenville, IL 60106	Dieckhoff, Kevin	224-281-1128	Schorsten, Joseph	630-220-7553
	Flores, Angel	312-286-2786	Torrence, Nick	312-286-9056

012 CINCINNATI, OH				
Address	Name	Mobile	Name	Mobile
3451 Strubble Rd	Gamel, Tom	513-638-8530	McCoy, Justin	513-549-9993
Cincinnati, OH 45251	Douglas, Gary	513-827-7151	McCoy, Keith	513-800-7655

002 COLUMBUS, OH				
Address	Name	Mobile	Name	Mobile
4654 Kenny Rd.	Adkins, James	614-282-8303	Price, Brian	614-619-8873
Columbus, OH 43220	Arana, Manue	614-286-5635	Schaub, Paul	614-600-9011
Phone: 614-457-5863	Blevins, Anthony	614-477-1505	Schmidt, Daniel	614-441-5058
Fax: 614-457-5820	Blevins, Brandor	614-620-8328	Swint, Lee	614-271-2366
	Faire, Rich	614-315-3474	Swint, Raymond	614-286-3981
	Fajardo, Douglas	614-619-4663	Wilson, Charles R	614-551-0645
	Layden, Chris	614-282-4196	Wilson, Charles T	614-653-0762
			Wilson, Jesse	614-477-8890

020 DALLAS, TX				
Address	Name	Mobile	Name	Mobile
2301 N Masch Branch Rd	Beard, Anthony	469-260-5682	Tapia, Javier	281-782-4638
Denton, TX 76205	Herrera, Carlos	469-818-3889	VonArb, Dustin	281-967-0228
Phone: 940-382-2608	Jokerst, Chris	936-697-1713		
Fax: 940-321-2379	Krawczyk, Jason	940-783-5998		

011 DENVER, CO				
Address	Name	Mobile	Name	Mobile
	Anderson, Jared	720-416-7494	Zilles, Don	216-333-7252

062 DES MOINES, IA				
Address	Name	Mobile	Name	Mobile
	Kern, Christopher	515-306-8996		

019 DETROIT, MI				
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Address		Name	Mobile	Name	Mobile
	28317 Beck Rd. E13	Blasczyk, Kirk	248-379-2973		
	Wixom, MI 48393	Greene, Joe	248-986-8339		

031 HARTFORD, CT					
Address		Name	Mobile	Name	Mobile
		Shields, Chris	603-793-7267		

028 HOUSTON, TX					
Address		Name	Mobile	Name	Mobile
		Barr, Brandon	713-705-4233	Martinez, Ramon	346-305-1777
		Jokerst, Chris	936-697-1713	Vonarb, Dustin	281-967-0228

022 INDIANAPOLIS, IN					
Address		Name	Mobile	Name	Mobile
	13111 Marilyn Rd	Asbury, Richard	813-917-2578		
	Fishers, IN 46038	McCoy, Keith	513-800-7655		
Fax:	812-533-3621				

014 JACKSONVILLE, FL					
Address		Name	Mobile	Name	Mobile
	11246 Distribution Ave E.	Weaver, Derek	904-252-1239		
	Jacksonville, FL 32256				

024 KANSAS CITY, KS					
Address		Name	Mobile	Name	Mobile
	8365 Nieman Rd	Bunton, Jesse	913-701-5507		
	Lenexa, KS 66214	Lowe, Don	724-552-8324		
Phone:	913-227-0548	Meech, Howard	913-523-5339		
Fax:	913-268-7902				

030 LOS ANGELES, CA					
Address		Name	Mobile	Name	Mobile
	13459 Pumice St.	Holt, Jerry	951-434-2056		
	Norwalk, CA 90650	Munton, Ben	951-816-7512		
Phone:	562-926-4600	Sanchez, Brandon	312-610-9041		
Fax:	562-926-1333				

007 LOUISVILLE, KY					
Address		Name	Mobile	Name	Mobile
		McCoy, Keith	513-800-7655		

059 LUBBOCK, TX					
Address		Name	Mobile	Name	Mobile
		Martinez, George	505-985-9881		

065 MANCHESTER, NH					
Address		Name	Mobile	Name	Mobile
		Shields, Chris	603-793-7267		

034 MEMPHIS, TN					
Address		Name	Mobile	Name	Mobile
	2010 W. Poplar Ave.				
	Collierville, TN 38017				

005 MIAMI, FL					
Address		Name	Mobile	Name	Mobile
	4760 NE 12th Ave.	Forney, Shannon	614-264-9119		
	Oakland Park, FL 33334	Guerrero, Ricardo	954-552		
Phone:	877-287-0333				
Phone:	954-202-0333				
Fax:	954-202-0320				

055 MILWAUKEE, WI				
Address	Name	Mobile	Name	Mobile

035 MINNEAPOLIS, MN				
Address	Name	Mobile	Name	Mobile
	Pittman, Jerry	612-516-0745		

004 NASHVILLE, TN				
Address	Name	Mobile	Name	Mobile
7113 Loblolly Pine Blvd	Aschoff, Calvin	615-522-3255	Hostetler, James	615-390-4513
Fairview, TN 37062-8277	Aschoff, Calvin Jr.	615-806-0539	Kelly, Darold	615-979-3737
Phone: 615-799-1599	Bailey, Michae	615-415-4584	Ponchak, Orin	615-405-0266
Fax: 615-799-1588	Baker, Randy	423-377-9294	Saunders, Clarence	901-494-1816
RT: 615-799-1568	Brockway, Gary	615-210-9698	Stambaugh, Mark	901-488-4458
	Carrera, Claudio	615-238-5505	Yarrito, Joseph	615-346-5422
	Carrera, Javier	252-867-3269	Nunley, George	615-521-3214
	Crosslin, Bob	615-944-6572		
	Dues, Jessica	615-626-4366		
	Hitchcock, Randy	615-522-3244		

023 NEW YORK, NY				
Address	Name	Mobile	Name	Mobile
88 Bennett Ave	Jadacki, Edmund	732-406-0844	Ospino, Eligic	718-207-4001
Yonkers, NY 10701			Vargas, Jesus	646-673-3957

054 NORFOLK, VA				
Address	Name	Mobile	Name	Mobile
200 Poplar Hill Rd.				
Chesapeake, VA 23321				

029 OAKLAND, CA				
Address	Name	Mobile	Name	Mobile
2000 Doolittle Dr.	McCollum, David	707-689-0643		
San Leandro, CA 94577	Parker, John	707-386-5896		

060 OKLAHOMA CITY, OK				
Address	Name	Mobile	Name	Mobile
	Abney, Paul	405-423-2914	Wilkerson, Randy	405-421-6050

033 ORLANDO, FL				
Address	Name	Mobile	Name	Mobile
Phone: 866-641-7663	Gray, Craig	850-572-0855	Robles, Arnold	813-415-7414

057 PENSACOLA, FL				
Address	Name	Mobile	Name	Mobile
	Gray, Craig	850-572-0855	White, Curtis	614-477-5010
	Roy, Keven	850-293-2743		

032 PHILADELPHIA, PA				
Address	Name	Mobile	Name	Mobile
1020 Dekalb St.	Bagnell, Earl	215-586-0735	Mills, Aaron	215-531-1094
Bridgeport, PA 19405	Ballas, Jospeh	610-716-5915	Thurner, Laura	610-772-7613
Phone: 610-278-7663	Bouder, Jeffery	610-804-0978		
Phone: 610-278-7601	McGarvey, Dennis	610-312-1167		
Fax: 610-278-7660	Matos, Eliezer	610-209-6671		

027 PHOENIX, AZ				
Address	Name	Mobile	Name	Mobile
	Lacroix, Stephen	602-810-8640		

008 PITTSBURGH, PA					
Address		Name	Mobile	Name	Mobile
	555 Davidson Rd. Bldg. C	Bastin, Jason	412-552-8228	Sherrod, Bobby	412-670-1495
	Pittsburgh, PA 15239	Ceschini, Shawr	412-216-2234		
Phone:	412-798-5302	Faber, Greg	412-680-9489		
Fax:	412-798-5161	Monstrola, Dave	412-670-5285		
RT:	412-798-5305	Roofner, David	412-916-4939		

051 PORTLAND, OR					
Address		Name	Mobile	Name	Mobile
		Lowrimore, Hoot	253-448-9094		

006 RALEIGH, NC					
Address		Name	Mobile	Name	Mobile
	3721 Auburn Church Rc	Adamson, Bob	919-417-9025	Johnson, James	919-208-6831
	Garner, NC 27529	Barroso, Armando	919-576-4116	Means, Diesel	919-218-2372
Phone:	919-773-2679	Coffey, Joe	919-868-2926	Ramirez, Octaviano	919-670-7808
Fax:	919-773-0628	Duntz, Vernard	919-219-0714	Rivers, Demerrial	916-601-5194
RT:	919-773-2680	Freund, Kevin	919-369-7920	Scarnecchia, Dom	919-397-8156
		Hammond, Michael	919-480-0166	Williams, Don	919-414-7483
		Hash, Fred	919-868-2923		
		Henshey, Nathan	919-480-0325		

RESTORATION					
Address		Name	Mobile	Name	Mobile
		Beverly, Mark	330-507-8100	Milne, Brennar	775-472-3886
		Bowman, Chase	430-207-9541	Mohney, Treni	330-398-1153
		Bowman, Marvin	430-207-9589	Nichols, Robert	817-584-9914
		Edouard, Carlil	775-303-2300	Paniagua, Louis	775-742-9597
		Elford, Christian	330-398-2682	Villalobos, Ryan	775-762-5291

040 SACRAMENTO, CA					
Address		Name	Mobile	Name	Mobile
	4311 Anthony Court Suite 10C	(Western Division)		(029 Oakland)	
	Rocklin, CA 95677	Blue, Daryle	916-532-5354	Parker, John	707-386-5896
Phone:	916-660-0403	Fleming, Scott	916-846-3055	Writtenhouse, Curtis	949-554-9847
Phone:	866-558-7494	McCollum, David	707-689-0643		
Fax:	916-660-9265				

039 SALT LAKE CITY, UT					
Address		Name	Mobile	Name	Mobile
		Shepherd, Robert	385-234-8110		

038 SAN ANTONIO, TX					
Address		Name	Mobile	Name	Mobile
		Gomez, Jose	210-215-1451	Padgett, Ron	210-389-9608
		Gross, Shawn	210-665-8103		

036 SAN DIEGO, CA					
Address		Name	Mobile	Name	Mobile
		Isidoro, Ernesto	704-724-6532	Munton, Ben	951-816-7512
		Michelli, Johr	619-396-8260		

017 SEATTLE, WA					
Address		Name	Mobile	Name	Mobile
	19219 68th Ave S. STE M-	Kelly, Tim	253-256-8313		
	Kent, WA 98032	Vanderwood, Davis	253-219-6565		

SHEET METAL					
Address		Name	Mobile	Name	Mobile
		Antolic, John	724-612-4147	Tarr, Tim	330-962-2821

		Hoback, Chris	615-806-9640	White, Rick	615-290-2892
		Jones, Scott	615-425-8024		

SIMON SURFACES					
Address		Name	Mobile	Name	Mobile
Phone:	866-201-3541	Campbell, Andy	234-855-2557	Serignese, Rich	330-397-7315
		Campbell, Wade	480-340-2493		

061 SPOKANE, WA					
Address		Name	Mobile	Name	Mobile
		Plemmons, Alex	509-212-0315		

010 SRMG AND CLEVELAND					
Address		Name	Mobile	Name	Mobile
	1380 E. Highland Rd	Banna, Danie	216-218-6123	Lemke, Craig	216-554-7583
	Macedonia, OH 44056	Berg, Nate	216-406-7183	McHenry, Bernard	216-857-3915
Phone:	330-998-6500	Burichin, Matthew	216-702-2386	Mysliwezyk, Johr	216-212-9905
Fax:		Del Rosa, Jim	440-251-5923	Perry, Mike	757-434-0674
RT:	330-998-6600	Detec, Phil	216-255-7202	Rhoades, James	216-214-9680
		Ferrette, Chuck	216-225-9906	Richards, Doug	440-248-0220
		Grodzik, Tammie	330-221-2094	Salopek, Tom	216-533-3273
		Hanlon, Matt	216-630-1655	Stanton, Mark	225-806-4246
		Harnish, Steve	301-460-4595	Strunk, Cyndi	330-607-4813
		Heidler, Chuck	440-759-0820	Velzka, Pat	216-214-9651
		Hughes, Mike	216-214-8959	Victor, Mike	216-372-1673
		Jonas, Bob	216-469-8345		

SR PRODUCTS					
Address		Name	Mobile	Name	Mobile
	276 State St.	Blank, Jeff	216-276-4967	Koury, Mark	330-750-1252
	Struthers, OH 44471	Cherry, Jonathan	757-493-1231	Malutic, Rick	330-233-2452
Phone:	330-750-1252	DeFrank, Kristin	330-770-4030	Perez, Antonic	609-204-5279
Fax:	330-750-1266	Dickinson, Matt	740-704-0416	Rice, Chris	724-986-3443
		Dohar, Mike	330-507-0780	Sherrill, Vernor	216-857-7835
		Gibney, Holly	321-684-9187	Williams, Arniel	330-623-0054
		Hill, Chris	330-397-1867		

048 ST. LOUIS, MO					
Address		Name	Mobile	Name	Mobile
	3939 Mexico Rd	Bocek, Gabriel	618-802-6391		
	St. Peters, MO 63376				

026 STATESBORO, GA					
Address		Name	Mobile	Name	Mobile

003 TAMPA, FL					
Address		Name	Mobile	Name	Mobile
	4201-A East Columbus Dr	Antle, Glenn	813-532-7962	Leon, Guadalupe	813-777-5491
	Tampa, FL 33605	Bullemore, Sebastian	813-957-1369	Onley, Greg	330-360-7417
Phone:	813-630-2030	Clark, Bruce	813-532-7962	Pintor, Javier	813-927-2255
Phone:	800-552-7663	Cook, Christopher	813-313-9289	Raby, Cam	813-781-3370
Fax:	813-630-9348	DeToro, Bob	330-507-3244	Robles, Arnold	813-917-8714
RT:	813-630-0296	Gray, Craig	850-572-0855	Smith, Ernest	813-892-8370
		Jones, Leonard	813-917-3363	Sullivan, Sear	813-918-9633
		Keown, Don	813-917-9685	Ventura, Rico	813-285-2684
		Kimball, Shane	216-857-5376	Zuniga, Ange	813-781-2692
		LaFlamme, Joseph	813-781-5561		

021 WASHINGTON, DC					
Address		Name	Mobile	Name	Mobile
	104 Carpenter Dr. Unit B	Atkinson, James	757-513-5222		

Sterling, VA 20164	Beasley, Jaki	443-204-9315		
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111 YOUNGSTOWN					
Address		Name	Mobile	Name	Mobile
	4000 Lake Park Rd	Aller, Claytor	412-916-1734	Holtzman, Constantine	330-540-7046
	Youngstown, OH 44512	Bowman, Bill	330-233-4602	Merold, Jacob	330-610-2213
Phone:	330-783-2781	Burke, Bryce	330-207-8255	Mills, Mike	412-670-2245
Fax:	330-629-7399	Crowl, Damian	330-565-9771	Moody, J L	330-233-0357
		Douglas, Jason	330-402-8141	Morales, Franciscoc	330-233-0106
		Douglas, Joshua	412-742-1223	Perruzzi, Nancy	330-301-9720
		Eckonen, Rusty	330-717-3240	Petergal, Tony	330-233-3000
		Garcia, Eduardo	330-503-6997	Rich, Dom	330-720-4910
		Gorban, Yaro	412-742-1245	Sherrod, Bobby	412-670-1495
		Goss, Randy	330-233-2718	Spirko, Tim	330-259-5462
		Hannis, Ben	330-716-4691	Thomas, Bob	330-233-2455
		Hernandez, Joel	314-332-7721		

PREVISION					
Address		Name	Mobile	Name	Mobile
		Day, Mark	330-507-3714	Ponchak, Orin	615-405-0266
	Director:	Hildebrand, Jim	330-651-7850	Zamary, Ed	330-397-1049
		Markijohn, Nicholas	330-507-3721		

Rev. 12/01/2015



SR PRODUCTS™
 CUSTOMER SATISFACTION SINCE 1900

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.

Contractor License

State	License Number
Alabama/Gen	43435
Alabama/Sub	S-25192
Alaska	34492
Allen County IN	BD 16209
Arizona	ROC199246
Arizona	ROC199247
Arkansas	0170540411
California	861185
City of Chicago	TGC004023
Colorado	Not required
Connecticut	MCO.0901536
Delaware	2003106194
Florida	CCC048202
Florida	CCC054798
Georgia	Not required
Hawaii	C27438
Hawaii	C27438
Idaho	Not required
Illinois	104-013562
Indiana	Not Required
Iowa	C114315
Kansas	Not Required
Kentucky	Not Required
Louisiana	26892
Maine	Not Required
Maryland	Not Required
Massachusetts	Not Required
Michigan	Not Required
Minnesota	Not Required
Mississippi	09078-SC
Missouri	Not Required

Montana	Not Required
Nebraska	Not Required
Nevada	0066824
New Hampshire	Not Required
New Jersey	664034
New Mexico	370149
New York	Not Required
North Carolina	25824
North Dakota	34586
Ohio	Not Required
Oklahoma	80000652
Oregon	172694
Pennsylvania	Not Required
Rhode Island	104R
South Carolina	G13785
South Dakota	Not Required
Tennessee	00030111
Texas	Not Required
Utah	6526276-5501
Vermont	Not Required
Virginia	2701 037220A
Washington	CC01 SIMONRS948NT
West Virginia	WV002081
Wisconsin	Not Required
Wyoming	Not Required

CERTIFICATE

TUV Rheinland of North America, Inc.
1300 Massachusetts Avenue, Suite 103, Boxborough, MA 01719



Hereby certifies that



Simon Roofing and Sheet Metal Corp

**276 State Street
Struthers, OH 44471**

has established and maintains a quality management system for the

Manufacture of High Quality, Resistant Coating Formulations & Materials for Building, Construction and Specialty Applications

An audit was performed and documented in Report No 3781.
Proof has been furnished that the requirements according to

ISO 9001: 2008

are fulfilled.

Further clarification regarding the scope of this certificate and the applicability of
ISO 9001: 2008 requirements may be obtained by contacting TRNA.

Certificate Registration No.

74 300 3781

Certificate Effective Date
July 22, 2013

Certificate Expiration Date
July 21, 2016

Revised 7/17/2013
Certification Decision Date 7/11/2013



Lusi Greenleaf
Certification of Management Systems

SUSPENSION OR DEBARMENT CERTIFICATE

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

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

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

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

Vendor Address: 13801 Highland Road; Macedonia, OH 44056

Vendor E-mail Address: cstrunk@simonroofing.com

Vendor Telephone: 330-998-6500

Authorized Company Official's Name: Cyndi Strunk

Signature of Company Official: 

Date: 12/9/15

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

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

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

(Check one)

YES or NO

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

YES or NO

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

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

(b) Affirmative steps must include:

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

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

Name of authorized representative Cyndi Strunk

Signature of authorized representative *Cyndi Strunk*

Date 12/09/2015

2 CFR PART 200 Contract Provisions

Required Federal contract provisions of Federal Regulations for Contracts

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

Appendix II to Part 200
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

2 CFR PART 200

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

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

Federal Rule (1) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS or its members, TIPS or its members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES Initial of Authorized Company Official *CS*

Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

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

Does vendor agree? YES Initial of Authorized Company Official *CS*

Federal Rule (3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2 CFR PART 200 Contract Provisions

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

Does vendor agree? YES Initial of Authorized Company Official *CS*

Federal Rule (4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

Does vendor agree? YES Initial of Authorized Company Official *CS*

Federal Rule (5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

Does vendor agree? YES Initial of Authorized Company Official *CS*

Federal Rule (6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a

2 CFR PART 200 Contract Provisions

small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

Does vendor agree? YES Initial of Authorized Company Official *CS*

Federal Rule (7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

Does vendor agree? YES Initial of Authorized Company Official *CS*

Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

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

Federal Rule (9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

2 CFR PART 200 Contract Provisions

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

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

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

Does vendor agree? YES X Initial of Authorized Company Official CS

Federal Rule (11) 2 CFR §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

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

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

Company Name Simon Roofing & Sheet Metal Corp., da SR Products

Print name of authorized representative Cyndi Strunk

Signature of authorized representative *Cyndi Strunk*

Date 12/9/15

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