Response to
OMNIA Partners
Solicitation No. 22-15
Energy Solutions
February 9, 2023

Tab 1: Appendix A & Appendix B

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as	s of, 202X by and between				
("Region 4 ESC") for the purchase of products and services").	("Contractor") and	Region 4	Education	Service	Center ("the
p. 000000 0.10 00. 11000).	RECITALS				
WHEREAS, Region 4 ESC issued Rec to which Contractor provided a respon			for	("RFP"),

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

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

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

The anticipated full term of the contract is five (5) years. The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years. Any tasks or project

- agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.
- 2) <u>Scope</u>: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) <u>Form of Contract</u>. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) <u>Commencement of Work</u>. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) <u>Entire Agreement (Parol evidence)</u>. The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) <u>Assignment of Contract</u>. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) <u>Contract Alterations</u>. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

a) <u>Cancellation for Non-Performance or Contractor Deficiency</u>. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

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

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) <u>Delivery/Service Failures</u>. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

- acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
- e) <u>Standard Cancellation</u>. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) <u>Licenses</u>. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated
- 13) <u>Survival Clause</u>. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) <u>Delivery</u>. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) <u>Inspection & Acceptance</u>. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) <u>Payments</u>. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) <u>Audit Rights</u>. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves 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. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) <u>Discontinued Products</u>. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) <u>Warranty Conditions</u>. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) <u>Site Cleanup</u>. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) <u>Site Preparation.</u> Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC 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.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a

material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor 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.

- 26) <u>Safety measures.</u> Contractor 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. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) <u>Smoking</u>. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC 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 and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) <u>Funding Out Clause</u>. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) <u>Certificates of Insurance</u>. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) <u>Legal Obligations</u> . It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.		

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name	RoofConnect Logistics, Inc	
Address	44 Grant 65	
City/State/Zip	City/State/Zip Sheridan, AR 72150	
Telephone No.	877-942-5613	
Email Address	rachel.mooney@roofconnect.com	
Printed Name	Rachel Mooney	
Title	Procurement Manager	
Authorized signature Rachel Money		
Accepted by Region 4 ESC:	:	
Contract No.	<u> </u>	
Initial Contract Term	to	
Region 4 ESC Authorized Bo	pard Member Date	
Drint Nove o		
Print Name		
Region 4 ESC Authorized Bo	pard Member Date	
Print Name		



7145 West Tidwell Road ~ Houston, Texas 77092 (713)-462-7708 www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 22-15

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Energy Solutions

This Addendum No. 1 amends the Request for Proposal (RFP) for Energy Solutions 22-15 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Energy Solutions. Addendum No. 1 is hereby issued as follows:

CHANGES TO THE RFP

1. Page 1, Line 11:

Remove the submittal deadline and replace with the following:

SUBMITTAL DEADLINE: Thursday January 5, 2023, 2:00 PM CENTRAL TIME

All other items on this page shall remain.

2. Page 1, Paragraph 1:

Remove paragraph 1 and replace with the following:

Questions regarding this RFP must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net no later than Friday, December 2, 2022. All questions and answers will be posted to https://www.esc4.net/services/purchasing/region-4-omnia-solicitations. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

All other items on this Page 1 shall remain.

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name RoofConnect Logistics, Inc

Contact Person Rachel Mooney

Signature 2/1/23

Crystal Wallace Region 4 Education Service Center Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092 (713)-462-7708 www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 22-15

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Energy Solutions

This Addendum No. 2 amends the Request for Proposal (RFP) for Energy Solutions 22-15 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Energy Solutions. Addendum No. 2 is hereby issued as follows:

CHANGES TO THE RFP

1. Page 1, Line 11:

Remove the submittal deadline and replace with the following:

SUBMITTAL DEADLINE: Thursday February 9, 2023, 2:00 PM CENTRAL TIME

All other items on this page shall remain.

2. Page 4, Section II. CALENDAR OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):

Remove the table of dates and replace with the following:

Event
Issue RFP
Pre-proposal Conference
Deadline for receipt of questions via email
Issue Addenda (if required)
Proposal Due Date
Approval from Region 4 ESC
Contract Effective Date

Date
November 16, 2022
December 1, 2022
December 2, 2022
December 8, 2022
February 9, 2023
April 25, 2023
May 1, 2023

RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name RoofConnect Logistics, Inc			
Contact Person Rachel Mooney			
Signature Rachel Moonly			
Date 2/1/23			

Crystal Wallace Region 4 Education Service Center Business Operations Specialist

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

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

Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP

Check one of the following responses:

and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)			
Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)

Tab 2: Products & Pricing



Products/Pricing

Solicitation Number 22-15: Request for Proposal by Region 4 Education Service Center For Energy Solutions

a) Products/Pricing

i. Offerors shall provide pricing based on a discount from a price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Discounts proposed should remain the same for the first 12 months after the contract award. Additional pricing and/or discounts may be included. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. As an option, pricing may be a discount off the City Cost Index when using one of the following:

- RS Means Construction Procurement Catalog: Facilities Construction Cost Data book
- RS Means Construction Procurement Catalog: Electrical Cost Data
- RS Means Construction Procurement Catalog: Mechanical Cost Data

RoofConnect will utilize RSMeans Online Pricing for all products and service purchased under this contract.

ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)

- Manufacturer or Other Part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers or Other Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

RoofConnect will be able to provide all products and services listed under this solicitation utilizing RSMeans Online Pricing.

iii. Provide any applicable Billable Labor Rates by Classification.

Billable Labor Rates will vary by project and geographic region and will coincide with rates provided in the RSMeans Online Pricing Catalog.

iv. Describe if pricing is available for all products and services?

RoofConnect will be able to provide all products and services listed under this solicitation utilizing RSMeans Online Pricing.



Products/Pricing

Solicitation Number 22-15: Request for Proposal by Region 4 Education Service Center For Energy Solutions

v. Describe any shipping charges.

Shipping charges will vary by project and geographic region and will coincide with rates provided in RSMeans Online Pricing Catalog.

vi. Describe any warranties and provide pricing for warranties on all products and services.

Standard manufacturer warranties will be available on all products purchased under this contract. All services will be warranted with an installing contractor warranty as well. Installing contractor warranties will vary by product and service provided, however, a two-year warranty is typical.

vii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Large quantity discounts may be available and will vary depending on the product/service purchased and the geographic region.

viii. Describe how customers verify they are receiving Contract pricing.

RSMeans line-item pricing will be provided will all proposals.

ix. Describe payment methods offered.

RoofConnect can accept payments via check, ACH, or credit card. All invoices will be on a Net-30 basis.

x. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

Because RoofConnect will be utilizing RSMeans Online Pricing Catalog, updates will not be necessary. That catalog is updated independently.

xi. Describe how future product introductions will be priced and align with Contract pricing proposed.

Any possible future products will be priced using RSMeans Online Pricing Catalog.

xii. Provide any additional information relevant to this section.

N/A

Tab 3: Performance Capability And OMNIA Documents



Solicitation Number 22-15: Request for Proposal by Region 4 Education Service Center for Energy Solutions

A. Brief history and description of Supplier to include experience providing similar products and services.

RoofConnect was officially established in 2002 as a professional roofing service provider when 27 independent roofing contractors joined together to address the needs of building owners looking for a nationwide, single-source roofing organization. Today, RoofConnect has grown to over 396 contractors and more than 497 service locations across the country. To this day RoofConnect contractors ensure the finest workmanship available no matter where their client's business is located.

As RoofConnect has continued to grow, recent years have brought opportunities for us to expand into different markets and trades. In 2019, a paving division was started that now operates solely as PaveConnect. Our most recent opportunity has been in the energy solutions trade. RoofConnect's General Manager of Solar Operations has 12 years' experience in full-scale solar development (EPC, financing, and design).

B. Total number and location of sales persons employed by Supplier.

RoofConnect currently employs eighteen (18) corporate sales professionals covering the United States divided into various geographic regions and market segments.

C. Number and location of support centers (if applicable) and location of corporate office.

Corporate office is located in Sheridan, Arkansas

D. Annual sales for the three previous fiscal years.

a. Company's Dun & Bradstreet (D&B) number. 14-6204982b. Company's FEIN. 27-3073979

E. Describe any green or environmental initiatives or policies.

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

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

- 1. Comply with government environmental laws and regulations; RoofConnect recognizes governmental laws and regulations as a first necessary step toward environmental responsibility.
- 2. Promote environmentally conscious practices; RoofConnect values leadership by example inside and outside the company, including industry organizations.
- 3. Provide quality products and services designed for sustainability; RoofConnect understands that durability, proper maintenance, and product life span are keys to sustainable building practice.
- 4. Provide a safe and healthy work environment for all of its employees; RoofConnect is committed to promoting and maintaining safety and training programs for its employees.



Solicitation Number 22-15: Request for Proposal by Region 4 Education Service Center for Energy Solutions

- 5. Promote environmental awareness; RoofConnect is committed to making its customers fully aware of the environmental benefits of RoofConnect solutions.
- 6. Continually review environmental practices and policy; In this age of rapid technological change, RoofConnect understands the need to remain current in environmental issues and in seeking to produce environmentally friendly solutions.
- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

RoofConnect strives to maintain partnerships with diverse suppliers. Any Participating Agency may utilize the products and services of all partner suppliers by calling RoofConnect.

G.		e if supplier holds any of the below certifications in any classified areas and include proof of such ation in the response:
	a.	Minority Women Business Enterprise
	۵.	☐ Yes ☐ No
	b.	Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
		☐ Yes ⊠ No
	C.	Historically Underutilized Business (HUB)
		☐ Yes ☐ No
	d.	Historically Underutilized Business Zone Enterprise (HUBZone)
		☐ Yes ☐ No
	e.	Other recognized diversity certificate holder
		☐ Yes ☐ No
H.		relationships with subcontractors or affiliates intended to be used when providing services and identify if tractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying

N/A

I. Describe how supplier differentiates itself from its competitors.

RoofConnect was officially established in 2002 as a professional roofing service provider when 27 independent roofing contractors joined together to address the needs of building owners looking for a nationwide, single-source roofing organization. Today, RoofConnect has grown to over 396 contractors and more than 497 service locations across the country. To this day RoofConnect contractors ensure the finest workmanship available no matter where their client's business is located.



Solicitation Number 22-15: Request for Proposal by Region 4 Education Service Center for Energy Solutions

As RoofConnect has continued to grow, recent years have brought opportunities for us to expand into different markets and trades. In 2019, a paving division was started that now operates solely as PaveConnect. Our most recent opportunity has been in the energy solutions trade. RoofConnect's General Manager of Solar Operations has 12 years' experience in full-scale solar development (EPC, financing, and design). We believe that the ability to examine both the roof and the energy needs at one time truly sets RoofConnect apart from the competition. This capability will allow the OMNIA Member to wrap their roofing and solar projects together, bringing opportunities for third-party financing that would not be available for a typical roofing project.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

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

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

- K. Felony Conviction Notice: Indicate if the supplier
 - a. Is a publicly held corporation and this reporting requirement is not applicable;
 - b. Is not owned or operated by anyone who has been convicted of a felony; or
 - c. Is owned or operated by any individual(s) who has been convicted of a felony and provide the names and convictions.

RoofConnect is a privately owned corporation that is not owned or operated by anyone convicted of a felony.

L. Describe any debarment or suspension actions taken against supplier.

There have been no debarment or suspension actions taken against RoofConnect.



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Marketing / Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts



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(regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
 - A. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - B. Best government pricing
 - C. No cost to participate
 - D. Non-exclusive
 - E.
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
- ii. Marketing
- iii. Sales
- iv. Sales Support
- v. Financial Reporting
- vi. Accounts Payable
- vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-contract administration, etc.

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



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ROOFCONNECT MARKETING and COMMUNICATIONS PLAN

FOR OMNIA Partners

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

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

RoofConnect Market Share

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

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

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



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Table 1: Key sales and marketing personnel supporting the OMNIA Partners Public Sector Contract.

Name	Title	Assignment for RFP	Region
David Workman	CEO	Sales/Marketing	RoofConnect HQ
Wade Crosswhite	President	Sales/Marketing	RoofConnect HQ
Eric Harrison	Vice President of Technical Services	Sales/Marketing/Technical	RoofConnect HQ
Jeremy Hill	Vice President of Operations	Contract/Compliance Manager	RoofConnect HQ
Wayne Gwaltney	Vice President of Sales	Sales/Marketing	RoofConnect HQ
Ken Beck	Director of Business Development	Sales/Marketing	Houston, TX Region
Jeff Austin	Director of Solar Operations	Sales/Marketing	RoofConnect HQ
Cory Johnson	Regional Account Manager	Sales/Marketing	Arkansas Region
Mark Matoska	Regional Account Manager	Sales/Marketing	Texas Region
Eric Pickert	Regional Account Manager	Sales/Marketing	Northwest US
Kris Costas	Regional Account Manager	Sales/Marketing	Northeast US
Melanie Leneghan	Regional Account Manager	Sales/Marketing	North Central US
Bailey McIver	Regional Account Manager	Sales/Marketing	RoofConnect HQ
Mike Bottoms	Solar Account Manager	Sales/Marketing	RoofConnect HQ
Kylie Crane	Inside Sales Specialist	Sales/Marketing	RoofConnect HQ



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EXECUTIVE SUMMARY

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

RoofConnect's Integrated Marketing Communications Plan Includes:

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



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AWARENESS: INTERNAL AND EXTERNAL COMMUNICATION STRATEGY

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

Awareness: Public Relations

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

Awareness: Internal Communications / Training

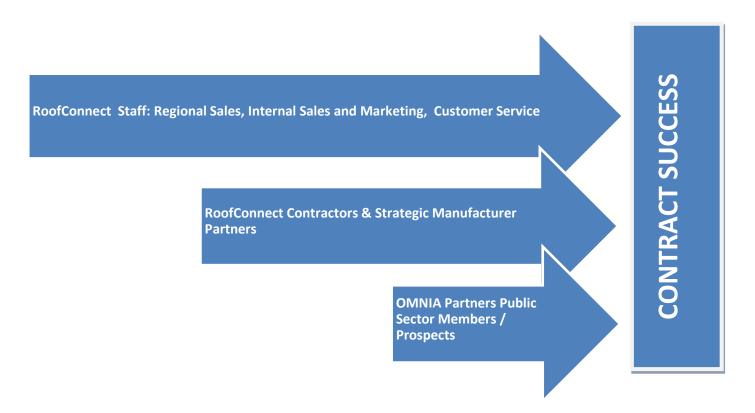
The continued training of the RoofConnect sales and marketing team is critical for the continued growth of this contract. Consequently, successes will come from educating and motivating all sales and marketing personnel to promote the contract. To this end, we plan on the following steps:

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



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Awareness: Internal Communications / Training



Flow chart 1

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



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Awareness: Current Customers Presentations

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

Awareness: Electronic Marketing

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



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



Why Is Your Roof Leaking? (Pt. 1)

Kelly is a regional facility manager in charge of overseeing the maintenance and repairs of several company locations across northern California. After a recent round of storms, Kelly has been inundated with work orders for leak calls across her territory. She finds herself wondering what causes these leaks to happen. Why are they so hard to pinpoint when it isn't raining? And what can be done to prevent leaks from happening again in the future?

Unsurprisingly, Kelly isn't alone in her struggles. Facility managers and business owners across the country ask themselves these very same questions on a regular basis. In this blog, we'll break down some of the causes behind roof leaks, why they can be challenging to find and repair, and lastly, we'll break down the steps one can take to prevent future leaks on your roof.

What Causes a Roof Leak?

Continue Reading...

When you find yourself sitting in Kelly's shoes, it's imperative to be prepared and have a plan. If you have questions about roof maintenance or would like to put together a maintenance plan for your portfolio, RoofConnect can help! RoofConnect has a national network of top tier local contractors who can work with you to create a plan to extend the life of your roof.

Give RoofConnect a call at 877.942.5613 or visit here for more information.

Stay tuned for Part 2! We'll Break Down The Anatomy of a Roof Leak and the Damage Leaks Cause!

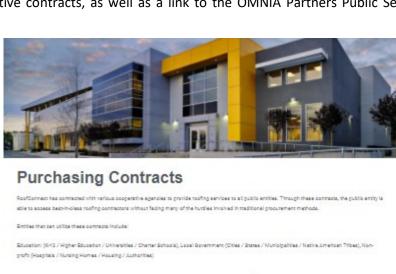


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Awareness: Website

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







OMNIA PARTNERS CONTRACT



TIPS CONTRACT





EQUALIS CONTRACT



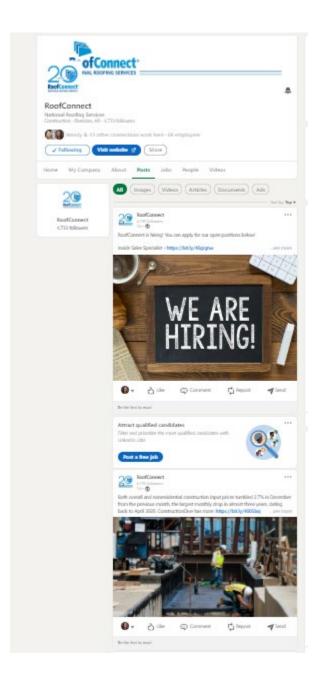


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Awareness: Social Media Messages, LinkedIn

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

Screen Shot of
RoofConnect LinkedIn
Profile Page
www.linkedin.com/com
pany/roofconnect

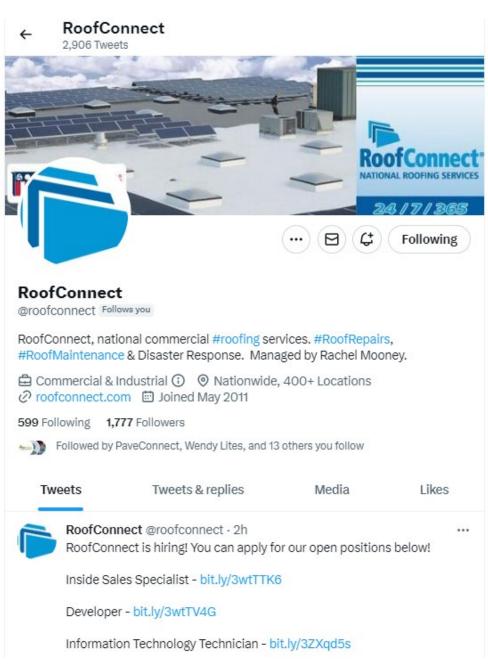




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Awareness: Social Media Messages, Twitter

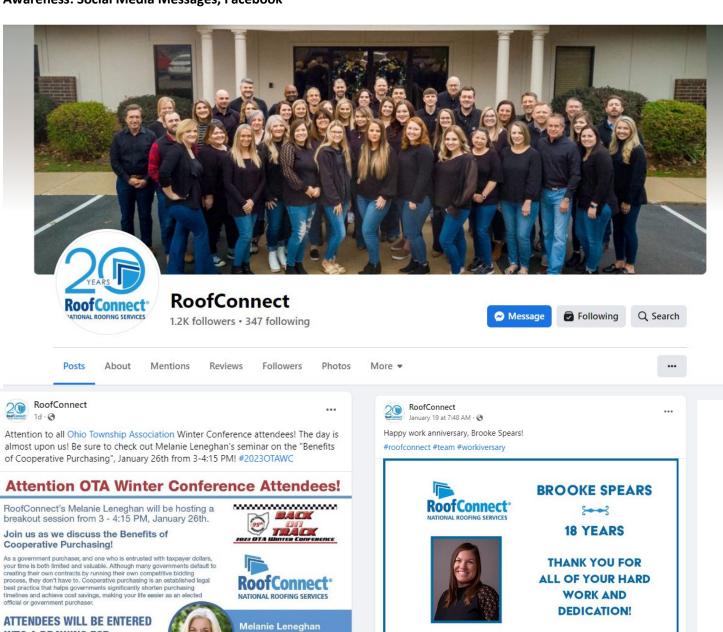
Screen Shot of
RoofConnect Twitter
Profile Page
www.twitter.com/
roofconnect





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Awareness: Social Media Messages, Facebook



INTO A DRAWING FOR A \$75 GIFT CARD!

HAPPY WORK ANNIVERSARY!



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Awareness: Advertising

State, Local and Association Advertising

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

Advertising vehicles:

State	Publications	
State Level	 Association of School Business Officials (ASBO) 	
	Municipal League	
(will vary by state)	Association of Public Purchasing Agencies	
	School Plant Managers Association	
	School Board Administrators	
	School Facility Administrators	
	Governmental Procurement Association	
	Maintenance & Operations Associations	



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Awareness: Advertising

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









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Awareness: Direct Marketing

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



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Awareness: Associations and School Boards

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

Current Associations RoofConnect belongs to:

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

National Associations that RoofConnect belongs to:

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

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

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



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Awareness: Targeted Roll-Outs with Manufacturer Partners

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



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CONSIDERATION – LEAD GENERATION AND DEVELOPMENT

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

Consideration: Tradeshows

With numerous shows to consider, a trade-show strategy has been developed to maximize return on investment. An exhibit booth featuring the OMNIA PARTNERS PUBLIC SECTOR logo will be deployed, and we will attempt, wherever possible, to participate in tradeshow workshops and breakout sessions. Trade shows attended by OMNIA Partners Public Sector will take the highest priority.



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Consideration: Tradeshows

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

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







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





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Consideration: Direct Mail Marketing/Telemarketing

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

Consideration: Manufacturer Partner Opportunities

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

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

Consideration: Energy Efficiency Calculations using Sustainable / Green Products

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



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CREATE PREFERENCE

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

Create Preference: Sales Tools

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

Create Preference: Custom Literature

Custom literature will be created with the OMNIA Partners Public Sector logo.



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Create Preference: Value-add Marketing for OMNIA PARTNERS PUBLIC SECTOR Members

Value-add Marketing: Customer Support

RoofConnect Customer Service

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

Advantages include:

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

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



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Value-add Marketing: Training

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

RoofConnect will provide a variety of training opportunities available to OMNIA Partners Public Sector and/OMNIA Partners Public Sector Members.

They include and are not limited to the following:

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



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Value-add Marketing: RoofConnect Customized Online Portfolio Manager

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

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

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

Value-add Marketing: RoofConnect Asset Management Reporting

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

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

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

Please refer to **Tab 5**, **Section Value-Add Products and Services** for complete details and pricing.



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CLOSE SALE

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

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



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Close Sale

Flow chart 2: RoofConnect's Quotation/Proposal Process

Step 1

- •RFP for Project with OMNIA Partners Public Sector Member is recieved
- Sales Account Manger reviews and submits request to technical services department
- Project Manager outlines initial needs of OMNIA Partners Public Sector Member

Step 2

 Project Manager will then determine RoofConnect contractor or multiple contractor's needed to provide proposal for OMNIA Partners Public Sector Member

Step 3

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

Step 4

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

Step 5

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

Step 6

• Submit Final Proposal and RoofConnect proposal to OMNIA Partners Public Sector Member for review and acceptance

Step 7

- •OMNIA Partners Public Sector Member accepts proposal
- Job Start is scheduled



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Manage Relationship

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

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

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



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- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

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

L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplied
will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed
Contract Sales").

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- \$___ in year two
- in vear three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

While RoofConnect cannot guarantee minimum Contract Sales, we believe that our past successes under other OMNIA Partners Cooperative Contracts speaks to the commitment we have to both OMNIA Partners and our public sector clients.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Because RoofConnect will be utilizing RSMeans Online Pricing, all Public Agencies will receive the same pricing regardless of their solicitation method.

EXHIBIT F FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
 - (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest:
- (b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micropurchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency 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 offeror agree? YES

Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES ______Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.
Does offeror agree to abide by the above? YESInitials of Authorized Representative of offeror
(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Ac
(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.
Does offeror agree? YESInitials of Authorized Representative of offeror
(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with
all applicable requirements as referenced in Federal Rule (F) above.
Does offeror agree? YESInitials of Authorized Representative of offeror
(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the

Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.
Does offeror agree? YESInitials of Authorized Representative of offeror
(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.
Does offeror agree? YESInitials of Authorized Representative of offeror
(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that: (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. Initials of Authorized Representative of offeror
RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS
When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
Does offeror agree? YES 1 1 1 Initials of Authorized Representative of offeror
CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT
When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Version January 29, 2021

Fax Number:

Address, City, State, and Zip Code: 44 Grant 65, Sheridan, AR 72150

Email Address: rachel.mooney@roofconnect.com

Printed Name and Title of Authorized Representative: Rachel Mooney, Procurement Manager

Phone Number: 877-942-5613

Signature of Authorized Representative:

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value, 2 C.F.R. § 200.318(c)(1), d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

- 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; and

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.

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees

and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or

- on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-KickbackAct.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.
- b. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. 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 aweek.

- d. 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.
- e. In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti- Kickback 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 FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, 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 workweek.
- d. 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.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."
- 6. Rights to Inventions Made Under a Contract or Agreement.
 - a. <u>Stafford Act Disaster Grants</u>. This requirement <u>does not apply to the Public Assistance</u>, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.§ 401.2(a) and

the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. <u>See 2 C.F.R. Part 200, Appendix II, ¶ F.</u>

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- 7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
 - a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

"Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in partwith Federal assistance provided by FEMA."

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement

programs.

- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
 - d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R.

- pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. <u>Byrd Anti-Lobbying Amendment</u>.

- a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. <u>See 2 C.F.R. Part 200</u>, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. 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. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient."

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any

Federal contract, grant, loan, or cooperative agreement.

- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certifyand disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, RoofConnect Logistics, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Officia

Rachel Mooney, Procurement Manager
Name and Title of Contractor's Authorized Official

- 10. Procurement of Recovered Materials.
 - a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
 - b. 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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
 - c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.
 - d. The following provides the clause that a state agency or agency of a political

<u>subdivision of a state and its contractors can include in contracts meeting the above</u> contract thresholds:

- "(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meetingcontract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. <u>See_DHS</u> Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. <u>See DHS</u> Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all

persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Na	ame:				
RoofConnect	Logistic	es, Inc			
Address, C 44 Grant 65,		ate, and Zip Co , AR 72150	de:		
Phone Nun	nber: <u>8</u>	77-942-5613		Fax Number:	
		d Title of Autho Rachel Mooney, Prod			
Email Addre		onnect.com			
Signature	of	Authorized	Representative:	Rachel Mooney	Date:

EXHIBIT G NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: RoofC	Connect Logistics, Inc
Organization Address: 44 Gr	ant 65, Sheridan, AR 72150
Part I Check the box that	represents the type of business organization:
Sole Proprietorship (skip I	Parts II and III, execute certification in Part IV)
Non-Profit Corporation (sk	kip Parts II and III, execute certification in Part IV)
For-Profit Corporation (an	y type) Limited Liability Company (LLC)
Partnership Limit	ted Partnership Limited Liability Partnership (LLP)
Other (be specific):	
<u>Part II</u>	
corporation who own partners in the partne members in the limite	is the names and addresses of all stockholders in the 10 percent or more of its stock, of any class, or of all individual rship who own a 10 percent or greater interest therein, or of all d liability company who own a 10 percent or greater interest may be. (COMPLETE THE LIST BELOW IN THIS SECTION)
	OR
class, or no individual interest therein, or no	the corporation owns 10 percent or more of its stock, of any partner in the partnership owns a 10 percent or greater member in the limited liability company owns a 10 percent or n, as the case may be. (SKIP TO PART IV)
(Please attach additional sheets if	f more space is needed):
Name of Individual or Business	Entity Home Address (for Individuals) or Business Address
David W. Workman	44 Grant 65, Sheridan, AR 72150

<u>Part III</u> DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
David W. Workman	44 Grant 65, Sheridan, AR 72150

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Rachel Mooney	Title:	Procurement Manager
Signature:	Rachel Vooney	Date:	2/1/23

NON-COLLUSION AFFIDAVIT

STA	ANDARD BID DOCUMENT REFERENCE		
	Reference: VII-H		
Name of Form:	NON-COLLUSION AFFIDAVIT		
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15		
Instructions Reference:	Statutory and Other Requirements VII-H		
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.		

NON-COLLUSION AFFIDAVIT

State of New Jersey Arkansas		
County of Grant	ss:	
I, Rachel Mooney	residing in Prattsville	
(name of affiant)	(name of municipality)	
in the County of Grant	and State of Arkansas	of full
age, being duly sworn according to law or		
I am Procurement Manager	of the firm of RoofConnect Logistics, Ir	
(title or position)	(name o	of firm)
	the bidder making this Proposal for the bi	d
entitled Solicitation No. 22-15	, and that I executed the said proposal with	l
(title of bid proposal)	not, directly or indirectly entered into any agree	ament
· · · · · · · · · · · · · · · · · · ·	e taken any action in restraint of free, competiti	
* ·	•	_
·	and that all statements contained in said propo	osai and in this
affidavit are true and correct, and made w		. 1
(name of contracting unit) relies upor	n the truth of the statements contained in said P	roposal
	idavit in awarding the contract for the said proj	iect
and in the statements contained in this arr	idavit in awarding the contract for the said proj	icci.
I further warrant that no person or selling	agency has been employed or retained to solic	it or secure such
	ling for a commission, percentage, brokerage, of	
	fide established commercial or selling agencies	
		mamamed of
Subscribed and sworn to		
	Landa Nome	
before me this day	Maring laring	
,	Signature	
	2.8	
February 1, 2 023_	Rachel Mooney	
	(Type or print name of affiant under signat	ture)
Notary public of		
My Commission expires	<u> </u>	
(Seal)		

AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: RoofConnect Logistics, Inc

Street:	44 Grant 65	
City, Stat	te, Zip Code:	Sheridan, AR 72150
Proposal	Certification:	
proposal	will be accepte	's compliance with New Jersey Affirmative Action regulations. Company's ed even if company is not in compliance at this time. No contract and/or ssued, however, until all Affirmative Action requirements are met.
Required	Affirmative A	Action Evidence:
	ent, Profession s must submit v	al & Service Contracts (Exhibit A) with proposal:
	1. A photo	copy of their Federal Letter of Affirmative Action Plan Approval
	OR	
	2. A photo	o copy of their Certificate of Employee Information Report
	3. A comp	plete Affirmative Action Employee Information Report (AA302)
Public W	ork – Over \$5	50,000 Total Project Cost:
A. No ap	proved Federal	or New Jersey Affirmative Action Plan. We will complete Report Form
AA20	01-A upon rece	ipt from the
B. Appro	oved Federal or	New Jersey Plan – certificate enclosed
v	certify that the f my knowledge	
2/1/23		Kachel VONLY Procurement Manager
	Date	Authorized Signature and Title

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to <u>Subchapter 10 of the Administrative Code (NJAC 17:27)</u>.

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

- 1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
- 2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
- 3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
- 4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
- 5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - o of the public entity awarding the contract
 - o of that county in which that public entity is located
 - o of another public entity within that county
 - o or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Inf					
Vendor Name:	RoofConnect	Logistics, Inc			
	rant 65	State: AD	7in, 7045	70	
City: Sheridan		State: AR	Zip: 7215	00	
ne undersigned being ompliance with the procompanying this form	ovisions of N				
achel Moone	W Rad	chel Mooney Printed Name	Procur	ement Manag	er
gerature • •	U I	rinted Name	Title		
	Part I	I - Contrib	ution Di	sclosure	
olitical contribution the committees of the	ns (more than governme		cycle) over the form pro	the 12 months pr	include all reportabrior to submission to al unit.
Contributor N		Recipient N		Data	Dollar Amount
A Contributor N	ame	Kecipient N	ame	Date	\$
					7
-					-1
Check here if the	information is	s continued on subsec	nuent nage(s)		
			fucin page(s)		

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders County Clerk Sheriff

{County Executive} Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:			
	below contains the name of the issued and outst		addresses of all stockholders of the undersigned.
I certify that no one the undersigned.	stockholder owns 10%	or more of the	e issued and outstanding stock of
Check the box that repres	sents the type of busine	ss organizatio	on:
Partnership	Corporation	Sole Prop	orietorship
Limited Partnership	Limited Liability C	Corporation	Limited Liability Partnership
Subchapter S Corporat	ion		
Sign and notarize the form	below, and, if necessa	ry, complete	the stockholder list below.
Stockholders:			
Name: David W. Workman		Name:	
Home Address:		Home Addr	ress:
44 Grant 65, Sheridan, AR	72150		
Name:		Name:	
Home Address:		Home Addr	ress:
Name:		Name:	
Home Address:		Home Addr	ress:
Subscribed and sworn before me this 2	s day of,	7	Pachel Mooney
(Notary Public)		R	achel Mooney, Procurement Manager (Print name & title of affiant)
My Commission expires:			(Corporate Seal)

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 - 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 - 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure investmentact.pdf.

Offerors should submit the above form completed with their proposal.

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name:Rachel Mooney	Title: Procurement Manager
Signature: Rachel Moonly	- 2/1/23
Signature:	Date: 2/1/23

DOC #9 MCBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #:	22-15	VENDOR/BIDDER:	RoofConnect Logistics, Inc
bid solicitation #: _		R'S/BIDDER'S REQUIREMENT	Troorgoninost Logistico, ino
TO PROVIDE A CE	ERTIFICATION	IN COMPLIANCE WITH THE METHERN IRELAND ACT OF 1989	ACBRIDE PRINCIPALS
of the Division of Purchase are checking one of the two options be awarded a purchase, contrain accordance with applicable or agreement to another Vend percent of the most advantage the subject of this law, he/she	nd Property, pursons listed below a lact or agreement of law and rules, the dor/Bidder that has bous bid. If the De shall take such imposing sanction	nsible Vendor/Bidder selected, after suant to N.J.S.A. 52:34-12, must cound signing where indicated. If a Vendoes not complete the certification, nat it is in the best interest of the State as completed the certification and horizotor finds contractors to be in vacation as may be appropriate and pons, seeking compliance, recovering of the party.	omplete the certification below by endor/Bidder that would otherwise, then the Director may determine, atte to award the purchase, contract has submitted a bid within five (5) violation of the principals that are provided by law, rule or contract,
I, the undersigned, on behalf t	the Vendor/Bidd	er, certify pursuant to N.J.S.A. 52:	34-12.2 that:
\square	CHE	CK THE APPROPRIATE BOX	
The Vendor/Bidder has no	business operation	ons in Northern Ireland; or	
in accordance with the Ma c. 177 (<u>N.J.S.A.</u> 52:18A-8	cBride principals (89.5) and in confo	n good faith to conduct any business of nondiscrimination in employment a rmance with the United Kingdom's Foring of its compliance with those pring	air Employment (Northern Ireland)
		CERTIFICATION	
information and any attachmen of New Jersey is relying on the from the date of this certification any changes to the information misrepresentation in this certification	ats hereto, to the best information contained the contained herein; cation. If I do so, I ment(s) with the	execute this certification on behalf of the est of my knowledge are true and contained herein, and that the Vendor/Bid impletion of any contract(s) with the State I am aware that it is a criminal of will be subject to criminal prosecution State, permitting the State to declare	mplete. I acknowledge that the State der is under a <u>continuing obligation</u> tate to notify the State in writing of offense to make a false statement or <u>under the law</u> , and it will constitute
Kachely Ooney		2/1/23	
Signature		Date	
Rachel Mooney, Procuren	nent Manager		

Version January 29, 2021

Tab 4: Qualifications and Experience And References



Solicitation Number 22-15: Request for Proposal by Region 4 Education Service Center For Energy Solutions

1. Provide a brief history of the Offeror, including the year it was established and corporate office location.

RoofConnect was officially established in 2002 as a professional roofing service provider when 27 independent roofing contractors joined together to address the needs of building owners looking for a nationwide, single-source roofing organization. Today, RoofConnect has grown to over 396 contractors and more than 497 service locations across the country. To this day RoofConnect contractors ensure the finest workmanship available no matter where their client's business is located.

As RoofConnect has continued to grow, recent years have brought opportunities for us to expand into different markets and trades. In 2019, a paving division was started that now operates solely as PaveConnect. Our most recent opportunity has been in the energy solutions trade. RoofConnect's General Manager of Solar Operations has 12 years' experience in full-scale solar development (EPC, financing, and design).

RoofConnect's corporate office is in Sheridan, Arkansas.

2. Describe Offeror's reputation in the marketplace.

RoofConnect is nationally known as one of the leaders in the roofing industry. While the energy solutions marketplace is still new to our company, we fully expect to see that reputation continue.

3. Describe Offeror's reputation of products and services in the marketplace.

RoofConnect is nationally known as one of the leaders in the roofing industry. While the energy solutions marketplace is still new to our company, we fully expect to see that reputation continue.

- 4. Describe the experience and qualification of key employees.
 - a. See attached resumes.
- 5. Describe Offeror's experience working with the government sector.

RoofConnect received its first cooperative contract with TCPN in 2015. In the past seven years, our work volume and reputation has steadily increased.

6. Describe past litigation, bankruptcy, reorganization, state investigations of entity of current officers and directors.

RoofConnect has been involved in few construction-related litigation over the last several years. None of the cases naming RoofConnect have resulted in a ruling against RoofConnect. RoofConnect itself has not been involved with any bankruptcy cases regarding our own financial stability. RoofConnect has worked with entities that have filed bankruptcy which has caused nonpayment of invoices prior to the entity filing bankruptcy. RoofConnect has settled preferential payment cases as a result of those clients filing bankruptcy. RoofConnect chose to settle the claim directly with the bankruptcy Trust instead of pursuing costlier legal options.



Solicitation Number 22-15: Request for Proposal by Region 4 Education Service Center For Energy Solutions

7. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contract name and title, contact phone and email, city, state, years services, description of services and annual volume.

Customer Name	Contact Name/Title	Contact Information	Description of Services	Years Serviced/ Annual Volume
United State Postal Service	Martin Petrey, Executive Portfolio Manager, Facilities	202-268-6604 martin.r.petrey@usps.gov	Project management for various design-bid-build programs including EV Charging, Parking Deck, Security, and Full Site Repurposing.	1.5 years / \$20 Million
City of Greenville, SC	Megan Young, Assistant to City Manager	864-467-4380 mayoung@greenvillesc.gov	Consulting services for solar project	1 Year / \$110,946
ASJ Mathis, LLC	Luke Mathis, CFO	336-984-3380	Solar services	Approximately 360 kW solar array
Shoe Show, Inc.	Kirk Krull, VP of Real Estate and Construction	888-557-4637	Solar services	Approximately 6 MW solar array
Mendez & Co.	Carlos Alvarez, CEO	787-277-5879	Solar services	Approximately 350 kW solar array

8. Provide any additional information relevant to this section.



Solicitation Number 22-15: Request for Proposal by Region 4 Education Service Center For Energy Solutions

David W. Workman, CEO

Assignment: Sales/Marketing Employer: RoofConnect Experience: 32 Years

Education: BS in Industrial Management, 1997

University of Arkansas, Little Rock, AR

University of Arkansas Little Rock Law School, 2004

Technical

Education: NRCA SpecRight Program, 2008

Firestone Building Products University, 1999

Better Understanding of Roofing Systems (BURSI), 1998

Roofing Industry

Associations: National Roofing Contractors Assoc. (NRCA), 2004-Present

Roof Consultants Institute (RCI) 2004-Present

Professional Retail Store Maintenance (PRSM) 2004-Present The Roofing Industry Alliance for Progress 2008-Present Center for Environmental Innovation in Roofing 2009-Present

Industry

Activities: Member, Board of Trustees, The Roofing Industry Alliance for Progress 2013-14

Member, Board of Directors, Center for Environmental Innovation in Roofing 2011-Present

Education Presentation PRSM 2010 "It's Roofing not Rocket Science"

Marketing Committee, The Roofing Industry Alliance for Progress 2009-2010 Governing Member, The Roofing Industry Alliance for Progress 2008-Present

Work

Experience: RoofConnect Chief Executive Officer, October 2021 - present

RoofConnect President & CEO 2006-October 2021

RoofConnect Vice President of Sales 2006

RoofConnect National Account Manager 2004-2006 General Roofing National Account Manager 2000-2004

Wade Lunday & Associates (Firestone Manufacturer's Representative) 1997-2000

Kohler CAD Draftsman 1996-1997 Sure Pull CAD Draftsman 1995-1996

H.H. Robertson/Centria CAD Draftsman 1994-1995 H.H. Robertson Building Facility Maintenance 1990-1994



Solicitation Number 22-15: Request for Proposal by Region 4 Education Service Center For Energy Solutions

Wade Crosswhite, President

Assignment: Sales/Marketing
Employer: RoofConnect
Experience: 22 Years

Education: BS in Accounting, Southern Arkansas University

Magnolia, AR

1999

Employment: RoofConnect, March 2007- Present

PricewaterhouseCoopers, June 2004-March 2007 MSF Financial Group, June 1999- June 2004

Roofing Industry

Associations: National Roofing Contractors Association (NRCA)

Professional Retail Store Maintenance (PRSM) International Council of Shopping Center (ICSC)

Work

Experience: 11 years of providing top tier customer service and professional interaction with Fortune 500

Companies. Responsible for the management of a nationwide Sales Team; developing and cultivating relationships with over 300 customers nationwide and over \$50 million in annual

sales.

Experience in selling and managing roofing projects for key clientele that involved: solar energy,

energy efficient roofing, leak service and reroofing, and roof asset management.

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

Board of Best Practices for PRSM.

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

Association of Education Administrators Conference.

Serves on Board of Directors for Southeast Arkansas Chapter of United Way. Deacon at Grace

Fellowship Bible Church in Sheridan, AR.



Solicitation Number 22-15: Request for Proposal by Region 4 Education Service Center For Energy Solutions

Jarred Crow, Chief Financial Officer

Assignment: Chief Financial Officer

Employer: RoofConnect **Experience:** 14 Years

Education: Bachelor of Business Administration – Accounting

Harding University

Searcy, AR

Employment: RoofConnect,

CFO, 2012 - present

Controller, January 2010 - 2012

Pricewaterhouse Coopers, LLC (2005 – 2006) Staff Auditor

Alltel Corporation (2006 – 2007) Senior Auditor

Alltel Corporation (2007 - 2008) General Accounting Supervisor

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

Roofing Industry

Associations: National Roofing Contractors Association (NRCA)

Work

Experience: Highly skilled in evaluating, researching, and solving problems in the financial and

accounting realm

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

Identified areas of risk for audit clients

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



Solicitation Number 22-15: Request for Proposal by **Region 4 Education Service Center** For Energy Solutions

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

Vice President of Technical Services Assignment:

Employer: RoofConnect **Experience:** 20 Years

Education: University of Arkansas, Little Rock, AR, 2002

Arkansas Tech University, 2013-2018

Technical Firestone Building Products University, 2003

Education: Rooftop Quality Assurance, 2008

Registered Roof Consultant, 2008

Wind Design for Low-Slope Roofs - Part 1, 2009

Roof Drainage Design, 2010 Low Slope Roofing Systems, 2016

Employment: RoofConnect, July 2004 – present

generalRoofing, April 2002-July 2004

Roofing National Roofing Contractors Association (NRCA)

Industry Roof Consultants Institute (RCI)

Associations: Professional Retail Store Maintenance (PRSM)

Construction Services Institute, Little Rock Chapter (CSI)

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

Education:

Work

Works with maintenance and construction departments of Fortune 500 companies to manage **Experience:**

emergency/disaster response, roof repair/maintenance programs, preventative maintenance

programs, special projects, etc.

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

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

Develop, plan, and manage major disaster response efforts for clients, including Fortune 500 companies. Includes repairs to storm related damage (tornados, hurricanes, etc.) and involves managing multiple field response teams on numerous locations. Most recent significant

hurricane resulted in response to over 110 locations over a two-day period.

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

communicating progress to the clients.

Managed expansive preventative maintenance project encompassing 2,500+ locations within 1-

year period for a Fortune 500 company.

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



Solicitation Number 22-15: Request for Proposal by Region 4 Education Service Center For Energy Solutions

Jeremy Hill, Vice President of Operations

Assignment: Sales/Marketing/Technical

Employer: RoofConnect **Experience:** 22 years

Education: Bachelors of Science: Mathematics

Henderson State University, Arkadelphia, AR, 1999

Masters of Business Administration

University of Phoenix, Little Rock, AR, 2004

Employment: RoofConnect

Vice President of Operations of Operations, April 2013 - Present

Director of Operations, September 2010 – April 2013

Kohler Co., February 2000 - September 2010

Roofing Industry

Associations: National Roofing Contractors Association (NRCA)

Work Experience:

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

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

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

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



Solicitation Number 22-15: Request for Proposal by Region 4 Education Service Center For Energy Solutions

Wayne Gwaltney, Vice President of Sales

Assignment: Vice President of Sales

Employer: RoofConnect **Experience:** 30 Years

Education: Bachelor of Business Administration – Finance

Auburn University

Auburn, AL

Technical Education: Action Selling Training, 2016

Sandler Sales Institute, 2005, 2006, 2007 ADP Executive Level Sales Training, 2000 Karrass Negotiation Training, 1997

Employment: RoofConnect, Vice President of Sales, October 2021 – present

RoofConnect, Director of Business Development, April 2018 – October 2021

National Roofing Partners

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

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

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

Roofing Industry

Associations: National Roofing Contractors Association (NRCA)

Professional Retail Store Maintenance (PRSM)
International Council of Shopping Center (ICSC)

Work

Experience: 19 years of providing customer service and professional interaction with Fortune 500 Companies.

Responsible for the growth of new and existing client business for nationwide customer base.

Experience in selling and managing roofing projects for key clientele that involved: solar energy,

energy efficient roofing, leak service and reroofing, and roof asset management.

Advised and directed national customers to the best roofing option for their specific needs and

to provide them with the top tier workmanship and quality in the roofing industry.



Solicitation Number 22-15: Request for Proposal by Region 4 Education Service Center For Energy Solutions

Ken Beck, Director of Business Development

Assignment: Director of Business Development

Employer: RoofConnect **Experience:** 30 Years

Education: Bachelor of Business Administration – Accounting

Georgia State University

Atlanta, GA

Employment: RoofConnect, Director of Business Development, December 2019 - present

TSB Offshore, CEO Consulting and Engineering, 2014 - 2019

Singlesource Corporation, EVP Sales and Marketing, 2002 - 2014

Roofing Industry

Associations: National Roofing Contractors Association (NRCA)

Work

Experience: Ken has held sales and leadership positions in several industries. The most important thing Ken

has done for his clients is help them focus on the long- term benefits of managing their investments in facilities. Whether helping to extend the life of a property in the roofing, paving and solar development business or effectively remove it in energy decommissioning, the cheapest route is not always the least expensive. Ken has helped organizations save money by

focusing on facility investment vs. expense in all these industries.



Solicitation Number 22-15: Request for Proposal by Region 4 Education Service Center For Energy Solutions

Jeff Austin, Director of Solar Operations

Assignment: Director of Solar Operations

Employer: RoofConnect
Experience: 13 Years
Education: Juris Doctor

Campbell University School of Law

Buies Creek, NC

Bachelor of Arts

University of North Carolina at Wilmington

Wilmington, NC

Employment: RoofConnect, Director of Solar Operations - present

RED Renewables, Managing Partner, General Counsel 2016-Present

GreenSeal, Director of Sales, General Counsel, 2010-2016

Shoe Show, Inc., Corporate Counsel, 2004-2010

Work

Experience: Extensive experience with contract drafting and negotiation. 13 years of solar

development, procurement, finance and installation experience throughout the United States. Responsible for development of approximately 250 megawatts of solar projects.

Tab 5: Value Add



Value Add

Solicitation Number 22-15: Request for Proposal by Region 4 Education Service Center for Energy Solutions

RoofConnect's value-add services include the following:

- 1. SafePro: Rooftop Safety & Security Products
- 2. Preferred Roofing Solutions & Consulting

1. Value-Add: SafePro, Rooftop Safety & Security Products

With SafePro's rooftop safety and security products, National IPA Members can protect capital investments and reduce their financial risk and liabilities. Using SafePro products, such as the SafePro Roof Hatch Rails™, HandsFree Power Hatch Lift™ and RiskPro™ solutions will provide cost effective protection, safety and security.

No rooftop hatch fall protection system is as safe or convenient as SafePro. SafePro offers the only Power Roof Hatch Lift on the market, and they offer a solar-powered option, keeping businesses safe and environmentally friendly. SafePro systems, developed by experienced commercial roofing professionals, are easy to install, do not require any special tools and do not penetrate the roof. Because SafePro products do not penetrate the existing roof, they do not compromise the roofing system's warranty.

People risk their safety every time they climb through traditional rooftop hatches. The dangerous balancing act of climbing up an unsteady ladder system while unlocking and opening an unwieldy traditional hatch puts lives at risk and puts company at risk for liability. SafePro eliminates all the hazards with our patent-pending SafePro Power Hatch Lift, providing remote controlled access and security keypad entrance.

SafePro systems exceed OSHA requirements, keeping employees and contractors safe from fall hazards and your business safe from financial risk. Meeting OSHA requirements at all times also prevents costly OSHA citations and fines.

RoofConnect® NATIONAL ROOFING SERVICES

Value Add

Solicitation Number 22-15: Request for Proposal by Region 4 Education Service Center for Energy Solutions

2. Value-Add: Preferred Roofing Solutions & Consulting

Preferred Roofing Solutions (PRS) is a strategic partner of RoofConnect and offers roof consulting services. PRS's primary focus is to assist in maximizing capital and maintenance investment in roofing expenditures, managing the roofing asset for optimization.

When managing roof assets, regardless of being a commercial, education, government or non-profit building, the goal is the same:

Maximize service life and performance of the roof asset for the lowest possible cost, thereby achieving the lowest life cycle cost of the asset.

How we do this:

- Reduce roofing expenditures
- Protect the building assets, its contents and occupants (minimize roof leaks)
- Increase management efficiencies: eliminate the need for unplanned expenditures
- Establish accurate budgets: Establish firm fixed costs
- Reduce long-term roofing costs while justifying reasonable investment levels
- Extend the service life of roofs

Services that PRS offers:

- Pre- and post-solar inspections.
- Full project responsibility for both roofing and solar for the life of the project.
- Evaluation of full project implementation to allow client to reduce capital outlay.
- Timely Annual Roofing Surveys
- Comprehensive Roofing Analysis
- Roof Inspections
- Roof Repair, Replacement or Restoration Best Option Analysis
- Project Management
- Roof Preventative & Remedial Maintenance Program Management
- Roofing Manufacturer Warranty Management & Claims Assistance
- Infrared Roof Moisture Surveys: Moisture scans by a Certified Thermographer
- Comprehensive budgets with forecasting for 3-5-10 year plans
- Comprehensive scopes of work with specifications
- Document Review & Bidding Services
- Quality Control Inspection
- Ability to survey any type of roof system and give recommendations
- Roof Systems Database Development
- Forensic analysis of roof systems with expert witnesses
- Education & Training Seminars
- Roof Design and Structural Analysis

Tab 6: Additional Required Documents Appendix C

Appendix C ADDITIONAL REQUIRED DOCUMENTS

DOC #1	Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
DOC #2	Antitrust Certification Statements (Tex. Government Code § 2155.005)
DOC #3	Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
DOC #4	Texas Government Code 2270 Verification Form
DOC #5	Felony Conviction Notification

ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

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

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ✓ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- □ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

2/1/23	Rachel Money Procurement Manager
Date	Authorized Signature & Title

ANTITRUST CERTIFICATION STATEMENTS (Tex. Government Code § 2155.005)

Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

- 1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- 2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- 3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- 4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company		Contact	10 1 1 1
	RoofConnect Logistics, Inc		Kachel Vooney
			Signature (
	44 Grant 65		Rachel Mooney
			Printed Name
	Sheridan, AR 72150		Procurement Manager
Address			Position with Company
		Official	
		Authorizing	Kachel Mooney
		Proposal	Signature
			Rachel Mooney
			Printed Name
Phone	877-942-5613		Procurement Manager
i iioiic	011 012 0010		Position with Company
Fax			. coo. mini company
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Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

business with Iran, Sudan or a foreign terrorist organization identified Texas Comptroller.	on a li	ist prep	ared by the
ı, Rachel Mooney , representative of	as	an	authorized
RoofConnect Logistics, Inc	,	а	contractor
engaged by Insert Name of Company			
Region 4 Education Service Center, 7145 West Tidwell Road, Houston writing that the above-named company affirms that it (1) does not boy boycott Israel during the term of this contract, or any contract with governmental entity in the future.	cott Isra	ael; and	d (2) will not
Also, our company is not listed on and we do not do business with c Texas Comptroller of Public Accounts list of Designated Foreign Terro at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf .			
I further affirm that if our company's position on this issue is reversed longer valid, that the above-named Texas governmental entity will be not (1) business day and we understand that our company's failure to a requirements of Texas Government Code 2270 et seq. shall be groun termination without penalty to the above-named Texas governmental entitles.	otified i ffirm ar ds for i	n writing	g within one ply with the
I swear and affirm that the above is true and correct.			
RachelMooney	2/1	/23	
Signature of Named Authorized Company Representative			Date

FELONY CONVICTION NOTIFICATION

Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This Notice is Not Required of a Publicly-Held Corporation

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Offeror shall review §22.0834, Texas Education Code and 19 Texas Administrative Code §§153.1101 and 153.1117 regarding criminal history checks of school contractor employees. The rules define continuing duties related to contracted services, direct contact with students, covered contract employee and other relevant terms within the statute.

Except as otherwise provided herein, Offeror will obtain and certify in writing, before work begins, that the Offeror has received all criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Offeror/Contractor or Subcontractor, if the person has or will have continuing duties related to the contracted services, and the duties are or will be performed on Region 4 ESC's, or Participating Public Agency as applicable to the Texas Education Code, property where students are regularly present or at another location where students are regularly present. Awarded Offer(s) shall assume all expenses associated with the background checks and shall immediately remove any employee or agency who was convicted of, receive probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from Region 4 ESC's property or other location where students are regularly present.

Offeror/Contractor or sub-contractors may not work on Region 4 ESC's, or Participating Public Agency where the Texas Education Code may be applicable, property where students are present when they have been convicted, received probation, or deferred adjudication for the following felony offenses:

- 1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;
- 2. Any sex offense;
- 3. Any crimes against persons involving:

	4.	Any other offense Region 4 ESC, or Participating Public Ager Education Code may be applicable, believes might comprestudents, employees or property.	
	I,	Rachel Mooney,	as an authorized
repres	enta	ative of	
RoofC	onr	nect Logistics, Inc	. the Offeror verify
that:			_, ,
	•	company is not owned nor operated by anyone who has been co	onvicted of a felony.
Sig	natı	ure of Company Official: Rachely Oonly	Date: 2/1/23
В.		company is owned or operated by the following individual(s) nvicted of a felony:	who has/have been
Nar	ne (of Felon(s):	
Det	ails	of Conviction(s) :	
Dat	e: _		
C.	-	v company is a publicly held corporate, therefore, this reporting plicable.	g requirement is not
Sig	natı	ure of Company Official:	Date:

a. Controlled substances; or

b. Property; or