

**Request for Proposal (RFP)**  
**National Cooperative Purchasing Alliance**  
**ESC – Region 14**

**PROPOSAL**

**Roofing Products and Services**  
**RFP #28-19**

**ATTENTION:**

Region 14 Education Service Center  
Attn: Matthew Mackel  
1850 Highway 351  
Abilene, TX 79601

**SUBMITTED BY:**

**Tecta America Corp**

Andy Carr, National Cooperative Contracts Manager  
acarr@tectaamerica.com

9450 Bryn Mawr, Suite 500  
Rosemont, IL 60018  
P: 708-451-0743

**Due Date:** Tuesday, November 19, 2019  
2:00 pm CST

# Tab 1 – Master Agreement

## General Terms and Conditions

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- ◆ Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of four (4) years with an option to renew annually for an additional three (3) years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
  - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
  - The awarded vendor shall ship ordered products within the written estimate of delivery time by the vendor to the entity after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. destination.
- ◆ Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted to shall include, as a cost of sale to the awarded vendor, the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA. For those pricing requiring annual or periodic pricing updates, awarded vendors are expected to provide these changes as submitted.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposals should address each of the following:
  - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
  - Availability of replacement parts
  - Life expectancy of equipment under normal use
  - Detailed information as to proposed return policy on all equipment
- All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

◆ Administrative Fee

- All pricing submitted to Region 14 ESC shall include the administrative fee to be remitted to NCPA by the awarded vendor.
- The awarded vendor agrees to pay administrative fees to NCPA of **three percent (3%)**.

◆ Audit rights

- Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by any entity that utilizes this Agreement. NCPA and Region 14 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- Region 14 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 14 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 14 ESC or NCPA.

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Licenses and Duty to keep current licenses

- Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 14 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated. Vendor is expected to provide all required license(s) with this RFP response.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

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

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is

being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
  - Name, address and telephone number of protester
  - Original signature of protester or its representative
  - Identification of the solicitation by RFP number
  - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ 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 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

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party 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.

◆ Cancellation for Non-Performance or Contractor Deficiency

- Region 14 ESC may terminate any contract if awarded vendor has not used the contract, or if purchase volume is determined to be low volume in any 12-month period.
- Region 14 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 14 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;
  - ◆ Providing work and/or material that was not awarded under the contract;
  - ◆ Failing to adequately perform the services set forth in the scope of work and specifications;
  - ◆ Failing to complete required work or furnish required materials within a reasonable amount of time;
  - ◆ Failing to make progress in performance of the contract and/or giving Region 14 ESC reason to believe that contractor will not or cannot perform the requirements of the contract;
- Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 14 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of Region 14 ESC on demand.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the

opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are 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.

**If awarded vendor is going to do business in the State of Arizona, the following terms and conditions shall apply**

◆ Cancellation for Conflict of Interest

- Per A.R.S. 38-511 a School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the awarded vendor receives written notice of the cancellation unless the notice specifies a later time.

◆ Registered Sex Offender Restriction

- Pursuant to this order, the awarded vendor agrees by acceptance of this order that no employee of the awarded vendor or a subcontractor of the awarded vendor, who has been adjudicated to be a registered sex offender, will perform work on any School District's premises or equipment at any time when District students are, or are reasonably expected to be, present. The awarded vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

◆ Contract's Employment Eligibility

- By entering the contract, awarded vendor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. A School District/public entity may request verification of compliance from any contractor or subcontractor performing work under this contract. A School District/public entity reserves the right to confirm compliance in accordance with applicable laws. Should the School District/public entity suspect or find that the awarded vendor or any of its subcontractors are not in compliance, the School District/public entity may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the awarded vendor. All costs necessary to verify compliance are the responsibility of the award vendor.

◆ Terrorism Country Divestments

- Per A.R.S. 35-392, a School District/public entity is prohibited from purchasing from a company that is in violation of the Export Administration Act.

◆ Fingerprint Checks

- If required to provide services on School District/public entity's property, awarded vendor shall comply with A.R.S. 15-511(h).

◆ Indemnification

- Notwithstanding all other provisions of this agreement, School District/public entity does not agree to accept responsibility, waive liability, or indemnify the awarded vendor, in whole or in part, for the errors, negligence, hazards, liabilities, contract breach and/or omissions of the awarded vendor, its employees and/or agents.



# Process

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Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor(s) whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
  - The contract term will be for four (4) years starting from the date of the award. The contract may be renewed for up to three (3) additional one-year terms or any combination of time equally not more than 3 years.
  - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP and has written approval of NCPA and Region 14ESC.
- ◆ Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is 20 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

◆ Evaluation

- Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

◆ Formation of Contract

- A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

◆ NCPA Administrative Agreement

- The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

◆ Clarifications / Discussions

- Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondents are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

◆ Multiple Awards

- Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

# Evaluation Criteria

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- ◆ Product & Services/Pricing (40 points)
  - Respondent(s)' products and services (e.g.; quality and breadth of product(s)/service(s), description(s) quality, reputation in the marketplace, average on time delivery rate and historical shipping timelines, return and restocking policies and applicable fees, average Fill Rate, shipping charges and other)
  - Competitive Level of Pricing for vendor's available products and services
  - Warranties on Respondent(s)' products and services (e.g.; availability of standard/extended warranties, pricing, detailed descriptions, ease of process and others)
  - Evidence of the ability of Respondent(s)' products and services to save members time and money (e.g.; breadth of service departments, technological advances, personnel experience, product(s) efficiencies, and others)
  - Other factors relevant to this section as submitted by the responder(s)
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Response to emergency orders & service (e.g.; response time, breadth of service coverage, strength of meeting service and warranty needs of members)
  - Customer service/problem resolution (e.g.; technical abilities of service personnel; quality of processes,)
  - Invoicing process (e.g.; ease of use; transparency, billing resolutions)
  - Respondent(s)' processes, and quality of organizational structure
  - Contract implementation/Customer transition
  - Financial condition of vendor
  - Offeror's safety record (e.g.; benchmarks, lost hours, reporting)
  - Instructional materials and training (e.g.; administrative documentation, internal technical training, training of agencies)
  - Other factors relevant to this section as submitted by the proposer
- ◆ References (10 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Qualification and Experience (15 points)
  - Respondent(s)' reputation in the marketplace
  - Past relationship with Region 14 ESC and/or NCPA members
  - Experience with cooperative selling (e.g.; number of other cooperatives, Exhibited understanding of cooperative purchasing)
  - Experience and qualification of key employees
  - Location and number of sales persons who will work on this contract
  - Marketing plan and capability
  - Past experience working with the government sector


- Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
  - Completeness of response (e.g.; filled out all sections, answered all questions, provided pricing)
  - Other factors relevant to this section as submitted by the proposer
- ◆ Value Added Services Description, Products and/or Services (10 points)
- Marketing and agency Training
  - Customer Service
  - Sales force training (e.g.; internal training plan, corporate officer involvement, orientation commitment)
  - Marketing plan and capability (e.g.; contract rollout plan, benchmarks, goals)
  - Green initiative(s) (e.g.; philosophy, certificates, awards)
  - Quality and breadth of value add(s)
  - Other factors relevant to this section as submitted by the proposer

# Signature Form

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

Prices are guaranteed: **120 days**

Company name	Tecta America Corp
Address	9450 W. Bryn Mawr, Suite 500
City/State/Zip	Rosemont, IL 60018
Telephone No.	708-451-0743
Fax No.	847-581-3880
Email address	acarr@tectaamerica.com
Printed name	Andy Carr
Position with company	National JOC/Cooperative Contracts Manager
Authorized signature	

## Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of December 6, 2019, by and between National Cooperative Purchasing Alliance (“NCPA”) and Tecta America Corp (“Vendor”).

### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 6, 2019, referenced as Contract Number 02-75, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Roofing Products and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

#### ◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

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

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at [reporting@ncpa.us](mailto:reporting@ncpa.us). Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Agency Name	Zip Code	State	RQN Proposal #	Order Date	Internal PO, Job #, FX#, Notes etc.	Sale Amount	Admin Fee (3%)
<b>Total</b>							-

- Each month or quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA the administrative fee on the amount of the agency's purchase order less any applicable sales tax and Performance and/or Payment bond cost. Deadline for term of payment will be included in the invoice NCPA provides.
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

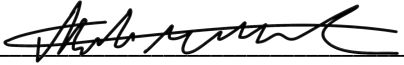
- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

**National Cooperative Purchasing Alliance:**

Name: Matthew Mackel

Title: Director, Business Development

Address: PO Box 701273  
Houston, TX 77270

Signature: 

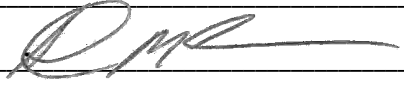
Date: December 6, 2019

**Vendor:** Tecta America Corp

Name: Andy Carr

Title: Nat'l JOC/COOP Contr Mgr

Address: 9450 W. Bryn Mawr, Suite 500  
Rosemont, IL

Signature: 

Date: 11/15/19



# **NCPA Registered Vendor Quotation Number**

RFP responders are requested to agree to a quotation number registration program to provide consistency and faster service for our facility awarded vendors, agency members and participants. The process will require Facility Contract holders to register and receive a NCPA Vendor Registered Quotation Number that must be prominently displayed on each proposal(s) that you present to the agencies. The system will track Facility transactions from the initial proposal stage to the completion of each project. NCPA has assembled an experienced Facilities Management Team that stands ready and willing to assist its vendors in providing quality services to the awarded vendor's organization. Failure to receive the Vendor Registered Quotation Number can result in potential delays to your services and the only acceptable proposals need to have a NCPA Vendor Registered Quotation Number.

## **NCPA Registered Vendor Quotation Number Process**

Fill out the form on the Facilities page at [www.NCPA.us](http://www.NCPA.us)

**\*Click on RQN Logo at the bottom of the home page and a form will pop up.**

**\* Fill out and submit.**

- All registered vendor quotation number requests must be submitted and a proposal number received before you present it to your potential customer.
- You will have a response with a NCPA Vendor Registered Quotation Number within 5 minutes.
- Include the quotation number on all proposals.

This document acknowledges that you have received and agree to the details, directions and expectations of the NCPA Vendor Registered Quotation Number process.

Date: 11/15/19

RFP Number: 28-19

Company Name: Tecta America Corp

Printed Name: Andy Carr

Signature: 

## Tab 3 – Vendor Questionnaire

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

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

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

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

☒ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

☐ American Samoa

☐ Northern Marina Islands

☐ Federated States of Micronesia

☐ Puerto Rico

☐ Guam

☐ U.S. Virgin Islands

☐ Midway Islands

◆ **Minority** and Women

**Business Enterprise (MWBE) and (HUB) Participation**

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE

☐

▪ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB

☐

◆ **Residency**

- Responding Company's principal place of business is in the city of Rosemont,  
State of IL

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

☐

A publically held corporation; therefore, this reporting requirement is not applicable.

☒

Is not owned or operated by anyone who has been convicted of a felony.

☐

Is owned or operated by the following individual(s) who has/have been convicted of a felony

- If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

☐

Manufacturer Direct

☐

Certified education/government reseller

☒

Authorized Distributor

☒

Manufacturer marketing through reseller

☒

Value-added reseller

☒

Other: Service Provider

◆ **Processing Information**

- Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: Andy Carr

Title: National JOC/Cooperative Contracts Manager

Company: Tecta America Corp

Address: 9450 W. Bryn Mawr, Suite 500

City: Rosemont State: IL Zip: 60018

Phone: 708-451-0743 Email: acarr@tectaaamerica.com

▪ Purchase Orders

Contact Person: Andy Carr  
Title: National JOC/Cooperative Contracts Manager  
Company: Tecta America Corp  
Address: 9450 W. Bryn Mawr, Suite 500  
City: Rosemont State: IL Zip: 60018  
Phone: 708-451-0743 Email: acarr@tectaamerica.com

▪ Sales and Marketing

Contact Person: Andy Carr  
Title: National JOC/Cooperative Contracts Manager  
Company: Tecta America Corp  
Address: 9450 W. Bryn Mawr, Suite 500  
City: Rosemont State: IL Zip: 60018  
Phone: 708-451-0743 Email: acarr@tectaamerica.com

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
  - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes      ☐ No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☐ Yes      ☒ No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.

☒ Yes      ☐ No



## Tab 4 – Vendor Profile

### Includes Tab 8 Value Added Products and Services

Tecta America Corp

Tecta America Corp was founded in 2000. Tecta has grown to be a national leader in the roofing industry. Our manpower consists of over 3,500 employees with 74 local operating units located throughout the U.S. that average 60+ years of business. We have experience in every roof system and certified by every major manufacturer.

D&B Number 12583-7471

Corporate Office Address: 9450 W. Bryn Mawr, Suite 500, Rosemont, IL 60018

Total Employees: 3500

Direct Sales – 83

Sales Support – 12

Service Technicians – 312

Engineering Support – 26

Administration – 126

Field Technicians – 2820

Misc / Other – 200+

### PROGRAM MANAGERS

Andy Carr, National Cooperative Accounts Manager, 708-451-0743, [acarr@tectaamerica.com](mailto:acarr@tectaamerica.com)  
(Contact for sales, sales support, marketing, financial reporting)

Jim Phillips, Director Federal & National Operations, 410-905-3669, [jphillips@tectaamerica.com](mailto:jphillips@tectaamerica.com)  
(Executive support)

### TECTA LOCATIONS

#### Operating Units:

Tecta Location	Address	City	State	Zip Code	President/GM
Tecta America Southeast, LLC	952 Alton Parkway	Birmingham	AL	35210	Jim Holt
Tecta America Arizona, LLC	1824 Broadway Rd	Phoenix	AZ	85041	Chuck Chapman
Tecta America Sacramento, Inc.	3257 Fitzgerald Rd.	Rancho Cordova	CA	95742	Michael McClain
Tecta America Southern California, Inc.	1217 E. Wakeham Ave.	Santa Ana	CA	92705	Rex Souders



Tecta Location	Address	City	State	Zip Code	President/GM
Western Roofing Service, a Tecta America Commercial Roofin	15002 Wicks Blvd.	San Leandro	CA	94577	Mark Bledsoe
Tecta America Colorado, LLC	1881 West 13th. Ave.	Denver	CO	80204	John Cook
Tecta America New England, LLC	105 Cherry St	East Hartford	CT	06108	John Donovan
Tecta America Southeast, LLC	588 Monroe Rd	Sanford	FL	32771	Michael Winant
Tecta America Southeast, LLC	530 Ellis Rd. South	Jacksonville	FL	32554	Bill Gibbs
Tecta America West Florida, LLC	6809 N. Nebraska Ave.	Tampa	FL	33604	Norm Kirkpatrick
Tecta America South Florida, Inc.	1431 SW 30th Ave.	Deerfield Beach	FL	33442	Tim Eberly
Tecta America South Florida, Inc.	1333 NW 155th Dr	Miami Gardens	FL	33169	Tim Eberly
Tecta America West Florida, Naples Commercial Rfg.	1045 Collier Center Way Ste. 9	Naples	FL	34110	Norm Kirkpatrick
Tecta America Southeast, LLC	5085 Shiloh Rd	Cummings	GA	30040	Chris Pinkston
Metalcrafts, A Tecta America Company, LLC	4522 Ogeechee Rd	Savannah	GA	31405	Allen Lancaster
Anthony Roofing, a Tecta America Company	2555 White Oak Circle	Aurora	IL	60502	Dan Brown
Tecta America Illinois Roofing, LLC	4813 Kingston Drive	Lisle	IL	60532	Mike Ward
National Office (headquarters)	9450 W. Bryn Mawr, Suite 500	Rosemont	IL	60018	Mark Santacrose
Fort Wayne Roofing, a Tecta America Company	4320 Ardmore Ave.	Fort Wayne	IN	46802	Sean Motter
Blackmore & Buckner Roofing, a Tecta America Company	1504 Sadlier Circle South Drive	Indianapolis	IN	46239	Steve Buckner
CE Reeve, A Tecta America Company, LLC	5421 W. 84th St	Indianapolis	IN	46268	Brian Klepinger
Schwicker's Tecta America of Mankato, LLC	1841 E 1450 Rd	Lawrence	KS	66044	Scott Gilbert
Bri-Den Roofing, a Tecta America Company	459 29th Street	Ashland	KY	41101	Brian Morrison
Bri-Den Roofing, a Tecta America Company	110 Old Wallacetown Road	Berea	KY	40403	Brian Morrieon
Tecta America Kentucky	4045 McCollum Court	Louisville	KY	40218	Pat Dorsey
Roof Systems of Maine (RSM)	332 Target Industrial Circle	Bangor	ME	04401	Lee Corro
Tecta America New England, LLC	1093 Riverside St	Portland	ME	04103	Scott Leeman
Tecta America East, LLC	5220 Pennington Ave.	Baltimore	MD	21226	Steve Coyne
Tecta America East, LLC	302 S. Division St.	Fruitland	MD	21826	Glen Wood
Tecta America East, LLC	7340 Montevideo Rd.	Jessup	MD	20794	Paul Dubics
Tecta America New England, LLC	285 Circuit St	Hanover	MA	02339	Peter Owens
Tecta America New England, LLC	2 Sterling Rd.	North Billerica	MA	01862	Peter Owens
Schwicker's Tecta America of Mankato, LLC	221 Minnesota St.	Mankato	MN	56002	Kevin Palmer
Schwicker's Tecta America of Mankato, LLC	204 Schumann Dr	Stewartville	MN	55976	Kevin Palmer
Schwicker's Tecta America of Minneapolis, LLC	5420 Hwy 169	Savage	MN	55428	Kevin Palmer



Tecta Location	Address	City	State	Zip Code	President/GM
Tecta Customer Solutions Center (TSC)	600 Riverfront, Suite 200	Mankato	MN	56001	Lindy Ryan
Roofing Services(RSS), a Tecta America Company	1835 Old Highway 40	East Columbia	MO	65202	Joe Laubreth
Roofing Services(RSS), Tecta America Company	1054 Central Industrial Drive	St. Louis	MO	63110	Joe Laubreth
The Melanson Company, a Tecta America Company, LLC	5 Ferry Road	Bow	NH	03304	Bob Hardy
The Melanson Company, a Tecta America Company, LLC	353 West Street, PO Box 523	Keene	NH	03431	Rob Therrien
ACM Excel	5716 Harding Hwy, Ste 100	Mays Landing	NJ	08330	Geoff Berns
Chris Andersen Roofing, a Tecta America Company	95 New Brunswick Ave.	Hopelawn	NJ	08861	Nabil Elmachtoub
J.P. Patti Tecta America, LLC	365 Jefferson St.	Saddle Brook	NJ	07663	Jim Wisse
Tecta America Metro New York, LLC	38 Roosevelt Ave.	Belleville	NJ	07109	Dave Romansky
Weatherguard Tecta America, LLC	2880 Curry Rd.	Schenectady	NY	12303	Michael Bisner
Tecta America Carolinas, LLC	13615 E. Independence Blvd.	Indian Trail	NC	28079	Randy Winecoff
Tecta America Dakotas, LLC	2315 7th Ave. North	Fargo	ND	58102	Brent Wical
Tecta America Dakotas, LLC	1810 N 6th St	Grand Forks	ND	58203	Brent Wical
Tecta America Dakotas, LLC	701 4th Ave NE	Minot	ND	58701	Brent Wical
Tecta America Dakotas, LLC	1017 17th St NE	Bismarck (Mandan)	ND	58554	Brent Wical
Tecta America Dakotas, LLC	314 5th St SE	Devils lake	ND	58301	Brent Wical
Tecta America Dakotas Commercial Roofing	105 7th Ave. SE	Jamestown	ND	58401	Brent Wical
Tecta America Zero Company LLC	6225 Wiehe Rd.	Cincinnati	OH	45237	Jon Wolf
Tecta America Zero Company, LLC	2300 Edwin C. Moses Blvd, Ste 1	Dayton	OH	45417	Jon Wolf
Tecta America Zero Company, LLC	1230 Goodale Blvd.	Columbus	OH	43212	Josh Beer
JB Roofing, A Tecta America Company	1480 S County Rd 594	Tiffin	OH	44883	Rylee Miller
JB Roofing, A Tecta America Company	8185 Suite V and W	Columbus	OH	43035	Rylee Miller
Tecta America Oklahoma LLC (Exterior Solutions)	3143 N. 32nd St	Muskogee	OK	74401	Craig Wilson
ABC Roofing, a Tecta America Company	10123 SE Brittany Ct.	Clackamas	OR	97015	Greg Bolt
Tecta America East, LLC	342 Commerce Dr.	Glen Rock	PA	17327	Chis Mummert
Tecta America East, LLC Architectural Metals	342 Commerce Dr.	Glen Rock	PA	17327	Brian McClelland
Wolfe Roofing, A Tecta America Co.	3907 Pottsville Pike	Reading	PA	19612	Jeff Koller
Tecta America Carolinas, LLC	4048 Ashley Phosphate Rd	North Charleston	SC	29420	Fred Perron
ARS, a Tecta America Commercial Roofing Company	1010 S. Commerce Ave. PO Box	Sioux Falls	SD	57101	Jon Ziebarth
CEI Roofing Texas, LLC	2510 Cockrell Ave.	Dallas	TX	75215	Jim Renard
Tecta America Amarillo CS, LLC	2214 S. Lincoln	Amarillo	TX	79109	Tracy Honea
Tecta America CS, LLC	5401 Acuff Rd.	Lubbock	TX	79403	Jason Weems





TECTA AMERICA®

Tecta Location	Address	City	State	Zip Code	President/GM
Tecta America Austin	2319 Patterson Dr	Pflugerville (Austin)	TX	78660	Russell Johnson
Roof Services, a Tecta America Company	2621 Cogbill Road	Richmond	VA	23234	Joe Zieni
Roof Services, a Tecta America Company	3056 Holland Road	Virginia Beach	VA	23453	Danny Snell
Vermont Roofing, a Tecta America Company	1325 Harwood Hill PO Box 1535	Bennington	VT	05201	Neil Hoag
Vermont Roofing, a Tecta America Company	118 Spruce Street	Rutland	VT	05701	Roger Louiselle
AC Hathorne, a Tecta America Commercial Roofing Company	252 Avenue C Griswold Industira	Williston	VT	05495	Dave Hartwell
Tecta America Seattle, LLC	9500 Aurora Ave., North	Seattle	WA	98103	Kevin Grinaker
F.J.A. Christiansen Roofing Co., Inc., a Tecta America Comme	2101 W. Purdue St.	Milwaukee	WI	53209	Rob McNamara
Commercial Roofing, a Tecta America Company, LLC.	2300 Maple Drive	Plover	WI	54467	Shawn Herzog

# TECTA AMERICA COVERAGE







## CONTRACT TERMS

Net 30 Days

### Market Competition:

ABADAK, INC. RESEDA ,CA  
ABSOLUTE STORAGE, LLC TEMPE ,AZ  
AD VERITAS CONSTRUCTION CO. INC. TOPEKA ,KS  
ADVANCED ROOFING, INC. FORT LAUDERDALE ,FL  
ALLIANCE ROOFING LLC GLASTONBURY ,CT  
ALLIED BUILDING PRODUCTS CORP. EAST RUTHERFORD ,NJ  
AMC CAPITAL CONSTRUCTORS, INC. APOPKA ,FL  
AMERICAN CLASSIC CONSTRUCTION INC. CHATSWORTH ,CA  
BEST CONTRACTING SERVICES, INC. GARDENA ,CA  
BLUESCOPE CONSTRUCTION, INC. KANSAS CITY ,MO  
BOLLINGER ROOFING COMPANY, INC. BALTIMORE ,MD  
BOSNICK ROOFING, INC. TACOMA ,WA  
BURTIN POLYMER LABORATORIES, INC. CARTERSVILLE ,GA  
CENTURION INDUSTRIES, INC. GARRETT ,IN  
CLADDING SYSTEMS, INC. TAMPA ,FL  
COMPLETE PACKAGING & SHIPPING SUPPLIES Inc. FREEPORT ,NY  
DKG & ASSOCIATES, INC. ALBUQUERQUE ,NM  
DURO-LAST, INC. SAGINAW ,MI  
EDL CONSTRUCTION, INC. HENDERSON ,NV  
ENFIELD ENTERPRISES, INC. SPRINGFIELD ,MA  
ENTERPRISE ROOFING & SHEET METAL CO. DAYTON ,OH  
EURAMAX INTERNATIONAL, INC. NORCROSS ,GA  
EXBON DEVELOPMENT, INC. GARDEN GROVE ,CA  
FLEX MEMBRANE INTERNATIONAL CORP. LEESPORT ,PA  
GANAH LUMBER COMPANY ANAHEIM ,CA  
GARLAND COMPANY INC, THE CLEVELAND ,OH  
IB ROOF SYSTEMS, INC. EUGENE ,OR  
INSTANT ASPHALT INC GILROY ,CA  
INSULATING COATINGS CORP. INVERNESS ,FL  
INTERNATIONAL AUTOMATED SYSTEMS, INC. MINNEAPOLIS ,MN

JEFF EUBANK ROOFING COMPANY, INC. FORT WORTH ,TX  
K-CON, INC. NORTH CHARLESTON ,SC  
L.D. TEBBEN COMPANY, INC. AUSTIN ,TX  
LIVEROOF, LLC NUNICA ,MI  
MBTECHNOLOGY FRESNO ,CA  
MENTOR GROUP TROY ,MI  
NATIONAL BUILDING CONTRACTORS , INC. CONYERS ,GA  
NORTHEAST CONSTRUCTION, INC. RICHMOND ,VA  
NUGENERATION TECHNOLOGIES, LLC EMERYVILLE ,CA  
PACIFIC TECH CONSTRUCTION, INC. KELSO ,WA  
PROGRESSIVE SERVICES, INC. PHOENIX ,AZ  
QUEST CONSTRUCTION PRODUCTS, LLC CHARLESTON ,SC  
R&B ROOFING LLC GARLAND ,TX  
R.M. WAITE CO., LLC OAKLAND ,CA  
ROOFING RESOURCES INC CHADDS FORD ,PA  
ROTH BROS., INC. YOUNGSTOWN ,OH  
SHAW LUMBER CO. SUMTER ,SC  
SILKTOWN ROOFING, INCORPORATED MANCHESTER ,CT  
SIMON ROOFING AND SHEET METAL CORP. YOUNGSTOWN ,OH  
TECTA AMERICA CORP. ROSEMONT ,IL  
TEXAS LIQUA TECH SERVICES, INC. HOUSTON ,TX  
TEXAS REFINERY CORP FORT WORTH ,TX  
TREMCO INCORPORATED BEACHWOOD ,OH  
U.S. PLY, INC. FORT WORTH ,TX  
VAST ENTERPRISES, LLC MINNEAPOLIS ,MN  
WALTER PARKER COMPANY, LLC, THE ALBUQUERQUE ,NM  
WEATHERPROOFING SERVICES L.L.C. CROSSROADS ,TX  
WEST ROOFING SYSTEMS, INC. LAGRANGE ,OH  
WESTON SOLUTIONS, INC. ALBUQUERQUE ,NM  
WHELAN PROPERTIES, LLC CHADDS FORD ,PA

Tecta's sales programs employ more than 80 people throughout the country who are involved on educating clients in the market place about Cooperative Purchasing.

We are the largest commercial roofing contractor in the U.S. We are certified with all major manufacturers for all major roof system types. We operate in all 50 states and all U.S. territories, and can service 90% of the country's population within 4 hours.

Quality is assured and maintained throughout each project through the implementation of a Quality Control Plan (QCP), which establishes the responsibilities and administrative methods our team will use to ensure client satisfaction. The QCP will outline the desired results (preparation phase), perform work that meets these standards (implementation phase), and regularly monitor work performance to secure results (follow-up phase). Each individual team member is responsible for



checking his or her own work, which is continually monitored by the Quality Control Manager (QCM). We understand that the monetary and scheduling costs involved in “re-work” situations can add up quickly, so we proactively build quality into each step of the design and construction process. In addition, our QCM makes random, unscheduled inspections of project sites. This extra check helps reinforce proper work procedures by enabling our QC staff to view work in progress, without prior notice. The results of these unannounced inspections are recorded and properly attended to. The goal of the QCP is to prevent problems, or at worst to catch problems before they become costly to the bottom line. For Jordon Construction, Quality Control is not simply a check at the end of a project, it is a culture that is maintained throughout the contract.

Tecta America works closely with manufacturers and distributors to identify changes in products and materials that result in reduced costs. Tecta has instituted a rebate program with all major manufacturers to incentivize manufacturers’ involvement with Tecta to ensure price changes are followed as they happen.

Tecta’s service program is the largest in the nation due to the quality we provide.

Tecta will provide all the necessary marketing material to inform and educate our clients and NCPA members.

Tecta receives a request from the client, an estimate is developed, it is then audited by the NCPA and then issued to the client for approval. Once the client accepts the the proposal and issues a PO, Then the material is ordered and scheduled for delivery to the client.

Tecta offers a 2 year guarantee on installation and honors all manufacturer warranties.

Tecta employs Quality Assurance personnel who work with all operating units and project managers to ensure that all workmanship and material meet the requirements of the client’s specified order.

Tecta offers can offer an extension to the 2 year guarantee on installation depending on the work required and the material ordered. This can be reviewed on a case by case basis.

Tecta’s proprietary systems and programs in place track more than 60,000 service and installations a year.

We offer services in all 50 states, US territories and Canada.

Tecta provides 24 hour emergency service with the ability to service 90% of the US population within 4 hours of initial request. No other roofing company comes close.

Tecta’s service technicians are always amongst our most experienced employees. They are experts in all the necessary processes and procedures to assist in any client’s needs.

It is mandatory that all service work is followed by a supervisor’s evaluation with the customer and the service team.

Tecta’s service program is the largest in the nation due to the quality we provide



Tecta utilizes all the industry standard project tracking tools and software available to the industry, i.e. Primavera, Microsoft Projects, etc.

Tecta has provided the necessary logos and will update the NCPA with all new marketing material regularly.

Tecta will continue to be diligent about monthly sales reporting as required.

## CULTURE & PROCESS

Today's roofing systems are advanced and complex; yet despite this complexity, many common roofing issues can arise. Typical concerns include leaking, premature failure, and unexpected expenses. As well, potential downtime related to roof problems, and lost inventory or interior damage, can negatively influence the building's occupants. It is important for you to partner with a professional roofing contractor that understands your specific business needs. Tecta America Corp has worked with many organizations like the National Cooperative Purchasing Alliance and we empathize with the roofing challenges that affect your operation. Below are several of the issues that you said are most important to the NCPA entities.

### Correcting Existing Problems

Whatever the original cause, it is important to address existing problems before the same mistakes are made again and contribute to the failure of the new roofing system. Some of the more typical existing roofing problems include:

- Condensation
- Ponding
- Structural Defects
- Membrane Failure
- Improper Detailing
- Improper Insulation Values
- Inappropriate Material Selection

### Handling Complex Logistical Solutions

The National Cooperative Purchasing Alliance knows that good value is a negotiated solution that provides the optimum results at the best available price and that the process of negotiation requires working with established and trustworthy partners. The key to obtaining cost-effective results is:

- Contractors who are able to provide full technical services
- A broad range of possible roofing systems
- Organizational strength, knowledge and experience to perform the work
- Backed up with warranties and on-going maintenance programs
- National network of Tecta contractors.



#### Plans for a Roofing Management Program

Lengthening the service life of your physical assets is crucial to your bottom line results. Proper management is the key to success. Whether a roofing management program is initiated from day one or at some later point in the life of a facility, it requires:

- Planning
- Prevention
- Communication

#### Preventing Disruption of Business

A leaking or damaged roof can have a serious impact on operations, ranging from bad public relations to financial losses, including:

- Tenant Complaints and Legal Actions
- Customer Dissatisfaction
- Line Shutdown
- Product Contamination - Inventory Damage
- Just-in-Time Breakdown
- Equipment Damage
- Employee Work Stoppage

#### Avoiding Safety Problems

Protecting customers, employees, tenants and visitors can complicate a roofing system project.

- Accident & Injury Prevention
- Customers/Clients and Personnel
- Building and Products
- Records and Insurance
- Publicity and Public Relations
- Security Issues
- Costs of Not Being Safe

#### GOALS AND OBJECTIVES FOR YOUR ROOFING PROGRAM

Your roofing program is an investment; and Tecta America Corp's primary responsibility is to help you maximize that investment. The first step in that process is to understand your core objectives. Different customers, at different times, have changing objectives related to their roofing system. These goals range from budgeting and expense control—to leak prevention, interior protection, and extending the life of the roof. Below are several of the key goals we believe the NCPA wants to achieve with your roofing program.

24/7/365

The roof over your head is our main concern. We express that concern by structuring our service and support to be available 24 hours a day, 7 days a week, 365 days a year, just the same way your roofing systems must support and protect your operations. The requirements of roofing never take a day off and neither do we. We are here to serve you, so we can be there when you need us.



#### Ensure Confidence in Your Roofing Documentation

With a portfolio of roofing assets to manage and track, it is important that you have confidence in the timeliness and accuracy of your repair documentation. By working with Tecta America, you will know exactly what repair and maintenance services you receive and will be able to clearly understand your invoice and allocate costs appropriately.

#### Total Roofing Management Solutions

You want a formalized set of time-tested procedures, customized to the requirements of your own roofing systems, combined with preventative programs, emergency response and patch-and-repair programs... plus inspection and analysis, budgeting, planning and forecasting, energy surveys, and life-cycle costing. In other words, you want it all.

And that is what we deliver. These procedures combined with the history of Tecta, our financial stability, our extensive insurance coverage and our success in focusing on establishing and maintaining long-term relationships, make our Tecta Care and Tecta Plan Roofing Management® programs more than a symbol of excellence in roofing management. You can take it to the bank.

#### Fast Response, Full Service

We maintain rapid-response teams to handle problems related to weather, accidents or other emergencies. As part of Tecta, we can call upon the resources of the all the other Tecta roofing organizations nation-wide should the need arise.

#### Workers with Security Clearance

Because most government buildings are secure sites, it is important for contractors doing business with the GSA to have a proven process for clearing employees for access to federal facilities. You need a contractor who understands the screening requirements and knows how to properly complete and process all required background and clearance documentation.

### RECOMMENDATIONS FOR THE NCPA

#### TECTA AMERICA'S SOLUTIONS DESIGNED TO ADDRESS YOUR NEEDS

Every day, the entities served by the NCPA deal with the challenges and concerns directly associated with its core business. Dealing with their roof is not, and should not be one of them. To ensure a successful roofing program, you need to rely on your trusted business partner to provide a combination of products and services that best suit your needs. You expect them to lend experience, give advice, and offer guidance on the best approaches to meet your needs. You also require a partner that will be there if something goes wrong; and that has the experience and sense of urgency to resolve issues that arise.





## Production Roofing

Our roofing solutions are designed to ensure you get the right roof system for your facility and business needs; installed on time and on budget. Your roof is one of the largest facility expenses you must budget for—and it affects the success your operation. Tecta America's roofing solutions give you the peace-of-mind knowing that your roof system is installed with quality workmanship and safety at the forefront. Because we work with all manufacturers and all roof systems, we can help the NCPA understand the alternatives and make the best decisions for your ownership goals. In addition, our years of experience and financial stability give you the assurance that we will do the job right, and be around for the long-term to provide ongoing support and maintenance and honor your roof system warranties.

## Roof Asset Management

Our roof asset management solution will give the NCPA access to accurate and real-time information in order to properly manage, maintain, and budget the roofing systems at your multiple facilities. Unique tracking and monitoring tools, combined with relevant metrics and costing information, allow you to better forecast your roofing expenses and extend roof life through proper maintenance.

Beginning with a comprehensive audit of your roof assets, we collect and analyze pertinent data. We rate the current condition of each roof in your portfolio and estimate remaining service life. All your important roofing information will be readily accessible: capital and expense forecasts, warranty documents, roof drawings, photos, and more. Armed with this complete collection of interdependent information, your roof planning and budgeting will be accurate—and easy.

## TectaPlan – Computerized Maintenance Management for Your Roofing Portfolio

When managing multiple roofs, you need to be confident that your roofing program will perform and deliver. TectaPlan is the best resource for managing all your long-term roofing needs easily, consistently, accurately and securely. Powered by TectaTracker, this roof asset management program provides the roof condition reports and forecast data you need to avoid potential problems, helping you manage your roof assets efficiently and cost-effectively. We estimate the remaining service life of your roof through an inspection of ten critical benchmarks including membrane condition, flashing, leakage, drainage condition, roof age, present repair status, insulation condition, rooftop traffic, interior occupancy and an overall assessment.

TectaTracker includes:

### Detailed Documentation

All of your critical information in one place, including drawings, photos, warranties, proposals, historical information and other documents for quick, secure access. An invaluable resource for large portfolio managers.



#### Roof Assessor

Roof Assessor provides you with an objective assessment of the roof condition and estimated remaining service life. TectaTracker's consistent rating systems help you evaluate overall roof performance.

#### Reports

Create customized reports on one or multiple properties in your online portfolio to meet your specific needs, and get detailed information on your roof system and roof condition.

#### Financial Planner

Get a better handle on budgeting. Financial Planner provides a 10-year forecast and condition-based estimate of anticipated maintenance and repair costs. In addition to budgeting operating costs, track capital expenses and perform a deferred analysis on any or all roofs in your portfolio.

#### How TectaTracker works:

Tecta America trained technicians gather any roof history you may have, as well as warrantee documents. They evaluate current roof conditions and develop repair recommendations based on a thorough inspection. Photos are taken of any areas of concern and to document any repair work accomplished. Information is then uploaded to the TectaTracker website for you to review and use as needed. On a predetermined schedule, repeat TectaCare Planned Maintenance inspections will be performed. Updates to your roof conditions and repair recommendations will be made and documented in TectaTracker, accessible to you for review. Over the long view, TectaTracker will provide a positive return on investment by helping you make maintenance decisions that will prolong the life of your roof, ensuring that your roof remains free of deficiencies and your budget is free of surprises.

#### TectaTracker Roof Audit and Report

You will have access to TectaTracker, a proprietary web-based platform that stores information on roof systems across a portfolio of buildings. Developed in conjunction with a leading Roof Consultant, it includes information such as roof system, warranties, age of roof, photos, repair history and, critically, includes a financial forecast of expected repair costs. It is invaluable for budgeting roof repair and maintenance as well as long-term capital planning and is designed to give real estate managers at all levels the critical roofing information needed to make decisions, prepare budgets and identify problems before they happen.

A Roof Audit will be performed as the first inspection for each location. It will include:

- **Roof Inspection:** a visual survey of the exterior condition of each building's roof and roof related sheet metal. The visual survey also includes deterioration or damage we may observe to metal wall panels, brick wall dividers, and parapets. These items will be brought to the owner's attention for further action. The Roof Inspection does not include items such as structural damage or deterioration occurring below the observable roof membrane.
- The initial audit of a facility also includes the gathering and data input of the following detailed information:



- o CAD drawing with projections obtained from initial roof inspection
- o Photos of the exterior of the building, roof, defects, and roof related details
- o Roof system information including deck, insulation, membrane, surfacing, past history, and other information
- o Core cuts as needed to obtain or verify roof system information
- o Warranty Information and confirmation
- o Roof Assessor –a proprietary tool which estimates a roof’s remaining useful life based on critical factors and offers a consistent analysis from roof to roof
- o Prioritized roof repairs and maintenance items
- o Long term budget

Tecta will provide you and your designated staff a password and access to the Tecta Tracker website so that you can review the details on each of your Projects or designated portfolio of Projects on demand. During the term of this agreement and any subsequent amendments or extensions, Tecta America will update and maintain all roof related data in the Tecta Tracker system.

#### Report

A detailed Tecta Tracker report can be prepared on-demand by you for each facility covering, among other things, roof condition, defect photos, Roof Assessor Points and a summary of all recommended service repairs required to bring the roofing system to a maintainable condition including cost associated with such repairs. Finally a Five Year Forecast will be provided, updated and reviewed annually to anticipate and budget capital and expense items. This report will be available in the on-line TectaTracker program.

Some key features of the report are:

- Building and Roof Information: Includes information such as roof system, warranties, drawings and more
- Defect and Repair History: Includes defect photos and recommended repairs
- Roof Assessor: a quantitative assessment of the roof system and its expected remaining useful life. Factors such as membrane condition, flashings, penetrations, and roof traffic impact the calculations
- Five Year Forecast: the detailed forecast of the cost and timing of service repairs needed, the annual preventive maintenance and the timing of roof replacements

#### Tecta Response

##### Many Types of Extreme Weather Events

Every year, extreme weather events attack buildings, and especially roofs, in a variety of ways. From, hurricane force storms that hit our coast lines to tornado and straight line wind events, hail storms, snow storms, and severe weather storms with high levels of rainfall. These extreme weather events cause havoc for facility managers, with loss of power, deck deflection, collapse, and building damage, water intrusion, interior contents damage and more.





Local roofing contractors are frequently overwhelmed serving their customer base, requiring days and weeks just to get a contractor to look at a property. A pre-storm plan that relies on a strong national provider with strong resources relationships and the ability to prevent further damage and return your facility to normal as quickly as possible.

Tecta Response is the most comprehensive disaster response program in the industry, able to handle any disaster, any roof, anywhere. We're experienced in disaster work, with the resources, communication and stability you need in your roofing company.

The calm before the storm.

If a facility is at risk of potential damage, we offer pre-storm agreements to establish advance authorization and collaborate on a plan so our crews can be ready to go.

Hit the ground running.

Our repair crews arrive within 48-72 hours to inspect the roof, assess the condition and begin making temporary or permanent repairs.

Nimble, flexible and reliable.

How we get you back in business—fast:

Resources: over 3,500 expertly trained roofing professionals nationwide

Experience: Andrew, Katrina, Rita and more; we know what it takes to work in hurricane zones

Materials: we have contracts with all major manufacturers to guarantee supply

Licensing: fully licensed to work ANYWHERE in the U.S.

Planning: easily accessible repair materials; crews have pre-arranged housing with mobile office capabilities, and are on-site with materials, equipment and resources as soon as the storm has passed.

How Could You Be Impacted?

Extreme Weather events can have devastating impact on your facility, including:

- ☐ Complete loss of roofing system, exposing facility to elements
- ☐ Severe damage leading to water intrusion
- ☐ Costly interior damage
- ☐ Facility downtime due to safety and equipment issues
- ☐ Inventory loss
- ☐ Inability to have to get a contractor on a timely basis
- ☐ Issues with your insurance company covering your damages

Protection and Response You Can Count On For All Types of Extreme Weather

Our unique Tecta Response program provides you with the security of having a qualified, heavily-resourced national roofing contractor perform an immediate response to your facilities' needs.

Because this is a preplanned program: planning, execution, and pricing can be put into place far in advance of the actual storm events. Depending on the level of service you sign up for, this response can range from simple inspection and reporting, to immediate mitigation, temporary protection, and full solution. Regardless of the extreme weather event type, our goal remains the



same: to quickly and attend to your facility's needs, minimize damage expenses, and reduce your cost of downtime.

A Tecta Response Master Storm Agreement has a specific rider for each major type of extreme weather event. Each is uniquely designed to your specific needs in each type of event, to quickly mitigate damages and to get your facility back to normal operations as quickly as possible.

Hail: In the enrollment process for Hail Response we will discuss:

\* Roofing types      \* Emergency contact information      \* Warranty information

Tecta America subscribes to several third-party storm monitoring agencies and can very quickly communicate to Tecta exact zip codes where hail activity occurs while it is happening. We will cross reference these reports with facilities that have enrollment in our program and immediately engage Phase One damage assessment inspections if hail size reports exceed the thresholds agreed upon in the enrollment process. If we arrive on site for Phase One damage assessments and find damage, we will immediately dispatch Phase Two temporary roofing and repair crews to mitigate damages and get the roof into a watertight state. Phase Three, for hurricane response, if needed, is working hand in hand with you and your Risk Management group to develop and implement a long-term solution.

## ABOUT TECTA AMERICA CORP

### RELEVANT EXPERIENCE AND CORPORATE OVERVIEW

Sterile facts and figures do not tell the true story of an organization's strength, stability, and commitment to client satisfaction. This section of our proposal highlights relevant information that will help the National Cooperative Purchasing Alliance understand the nature of our company. More important, we want you to understand why these things should be important to the NCPA, and how they will help you achieve your business goals.

### OUR DIFFERENTIATORS

#### BUSINESS STRENGTHS THAT MAKE A DIFFERENCE

Selecting the right roofing contractor can be challenging. How do you know you will get the results you want? Does the contractor have the right type of background and experience? How do you compare one contractor against another—beyond the color of their trucks, or the weight of their proposals? This section of the proposal discusses several important business strengths that differentiate Tecta America from other roofing contractors. Though there are many reputable and knowledgeable contractors in the market, the following differentiators will help define why Tecta America is the right partner for the National Cooperative Purchasing Alliance. We encourage you to check out the facts—and compare.

#### Dedicated Professional Service Departments

The ongoing service you receive from your roofing contractor is just as important as the quality of installation—perhaps more so. Even the best roofing system requires maintenance and professional



support. Tecta America has dedicated service departments to troubleshoot problems that might arise and recommend the best solutions. Roof leaks can be difficult to assess and fix; a challenging task for contractors who simply pull workers off production crews to handle warranty issues or roof leaks. Our service departments offer the most responsive, knowledgeable service in the industry. This means that the NCPA will have any future roofing issues handled effectively and promptly. In addition, our service techs are uniformed and professional, providing a better image while on your property.

#### Experience and Tenure: Meeting Your Current and Long-Term Needs

The average tenure of our operating locations exceeds 60 years. Our staff of over 3,500 professionals has seen virtually every type of roofing issue and has the collective experience to solve problems—fast. In contrast, the typical roofing contractor is a sole proprietorship that has been in business less than ten years; and employs fewer than 35 workers. Tecta America will be around for the long haul to service your ongoing roofing needs. Given that most roofing systems are designed to last an average of 15-20 years, it's comforting to know that your contractor will be in business as long as the roof they install.

#### Flexibility and Local Presence

Because of our adaptability and local presence, Tecta America has the resources to support the National Cooperative Purchasing Alliance's project, regardless of size or scope. We have the methods and processes in place to integrate with your organization and remain focused on your needs.

#### Roof Management Program for Facility Managers

Managing a roofing system, and preparing associated budgets, is outside the realm of experience for many facility managers. To fill this knowledge-gap, Tecta America offers the only Roof Asset Management program designed specifically for facility managers. The program provides a common platform for all your roofing information. Inspections and information gathering are done in a consistent format and allow you to compile comprehensive data on your roofing assets. This helps you avoid budget surprises by giving you the ability to make plans based on current and accurate data.

#### Safety Practices that Translate into Quality Installation and Service

The nature of roofing work has many inherent safety risks. Contractors with good safety records not only protect their workers, they also help avoid possible liability claims due to falls and accidents. But beyond these obvious advantages, a good safety record also reflects on the quality of work performed. This is because the same processes that comprise a good safety program—training, pre-job planning, and job-site communication—are also critical factors in quality installation and repair.

Tecta America has the most comprehensive safety program in the roofing industry. Testament to this fact is that we have an Experience Modification Ratio (EMR) of only .53, half that of the industry average. (A lower EMR indicates fewer accidents.) With this prominent focus on creating



a safe work environment, the NCPA has the assurance that we have an equally strong focus on quality installation and maintenance.

The best indicator of future success— is past success. The National Cooperative Purchasing Alliance has many choices to assist with your roofing program; and you can't afford to select a contractor that doesn't have your best interests at heart. We know that the most important testimonials about our commitment to client satisfaction come not from Tecta America, but rather from our customers.

## GREEN ROOFING INITIATIVES

TectaGreen is the total green roof solution. As the nation's leading green roof contractor, we've installed and maintained more green roofs than anyone else. From start to finish—and beyond—our roof experts will ensure that your green roof is the healthiest it can be.

Vegetative Roofing or “Green Roofs” are composed of several layers including soil media and vegetation. These roofs are growing in popularity, especially as the concern with global warming has reached all levels of government and business. Many municipalities provide tax benefits for builders that construct or retrofit their buildings with vegetative roofs.

These systems offer a variety of benefits:

They reduce the amount of storm water discharged into municipal sewer systems, thus helping reduce the dangers of flooding.

The vegetation that is an essential part of these systems helps absorb pollutants, including greenhouse gases such as carbon dioxide.

These roofs help reduce the “heat island” effect in urban areas, where the concentration of concrete and other heat-absorbing materials can increase the temperature by several degrees in relation to less built-up areas.

Vegetative roofs provide increased insulation. Buildings on which these green roofs have been installed invariably experience lower heating and cooling costs.

These roofs provide increased plant and animal habitat. In many places where such roofs are becoming popular, there has been a notable increase in bird populations.

Green roofs often provide aesthetic benefits and serve as a major amenity for building occupants as these “roof gardens” gain in prevalence and popularity.

A TectaGreen roof offers a variety of benefits from economic to environmental to aesthetic. No matter what your facility's goals may be, our experts will design a green roof that accomplishes your objectives.

**Reduced storm run-off** - A green roof can retain up to 96% of storm water, allowing it to evaporate rather than drain into retention pond and lead to financial incentives.

**Energy savings** - On a 90 degree day, a green roof keeps the roof temperature a cool 95 degrees while a dark roof bakes to 160 degrees or more. Result: interiors stay cooler and energy costs go down.



**Extended roof life** - Installing a green roof system has the potential to double the lifespan of a conventional roof. For example, 2011 Executive Report determined the Target Center in Minneapolis payback at 7.6 years, which mostly comes from saving the replacement costs.

**Reduced carbon footprint** - Green roof systems allow for plants to absorb CO2 and work to reduce the carbon footprint of your building.

**Reduced Urban Heat Island effect** - The surface of a green roof absorbs solar radiation and provides natural evaporative cooling.

**Earn LEED points** - A green roof provides more points than any other technology to achieve certification.

**LEED** - The Leadership in Energy and Environmental Design (LEED) program was created to provide a national standard for environmental construction in the building industry. When a building earns LEED points through environmental construction like a green roof, many states will reward the facility with tax credits and other financial incentives.

A Tecta Green roof can contribute up to 3-9 LEED points based on the USGBC rating system:

**Sustainable Sites**

Storm water Design: Quality Control – SS Credit 6.1 (1 pt.)

Heat Island Effect: Roof – SS Credit 7.2 (1 pt.)

**Water Efficiency**

Water Efficient Landscaping – WE Credit 1.1 (1-2 pts.)

**Energy & Atmosphere**

Optimize Energy Performance – EA Credit 1 (1-8 pts.)

**Materials & Resources**

Recycled Content – MR Credit 4.1 (1-2 pts.)

Regional Materials – MR Credit 5.1 (1-2 pts.)

**Roofing Plus Solar Plus**

Unlike most solar companies, Tecta has the ability to internally facilitate each stage of a solar project. Tecta works closely with each of our customers from initial assessment to project completion. Tecta's full service approach provides project feasibility analysis, system design, financing, development, installation and maintenance of roof and solar installations. Each aspect is specific to our customer's needs, tax situation, and the physical and regulatory conditions and incentives of the location of the system. Tecta's approach provides a single source for developing and delivering an integrated solution and achieving our customer's expectations and returns.





Tecta has the experience and understanding to deliver solar solutions that complement rather than compromise roof-tops. We design our systems to account for the structural and design restrictions of the roof and apply thin-film or crystalline solutions with minimal to no penetrations. If the roof needs to be repaired or replaced prior to solar installation, Tecta has the expertise to perform these services in house. No other turnkey Solar Developer can provide both roofing and solar installation.

#### Determine Site Capacity | Physical area considered for solar

- Roof
- Roof age / conditions
- Roof warranty and insurer requirements
- Ground
- Soil conditions
- Drainage considerations
- Parking
- Zoning and permitted use, FAR, permeability
- Shading, setbacks, easements, ROWs, access
- Permitting
- Building & electrical
- Interconnection
- Environmental
- Special (FERC, FAA, etc.)
- Incentive Availability
- Solar production based incentives
- Solar renewable energy credits
- Grants
- Tax abatements
- Others

#### Feasibility Analysis and Customer Considerations

How much should it cost & when do we pay?

How much benefit comes out and when?

Constraints and limits

**Public Sector** - Tecta provides the solution for governmental entities looking to initiate sustainable energy projects: large, locally-sited solar power plants. These do not increase budget or consume scarce capital resources. Private ownership of solar equipment allows for Federal tax incentives to flow through to you as lower power costs. We will also work with you to ensure that our solar solutions meet the criteria for federal life-cycle cost requirements.



Tecta's customers include:

**State / Federal Governments.** Tecta transforms empty rooftops or open space into renewable resources. By hosting a solar power system, government entities can secure long-term clean electricity supply without any upfront cost or maintenance expenses.

**Municipal Agencies.** A power purchase agreement with Tecta is an effective way for municipal agencies to accelerate renewable energy goals and provide their communities with locally produced, clean, reliable, long-term renewable power. Municipal buildings, landfills, and water & sewer treatment plants are excellent locations for such systems.

**Schools and Universities.** Tecta provides schools, school districts and universities with a cost-effective way to meet increased sustainability goals and mitigate volatile energy costs. By hosting a solar power system, administrators can reduce operating expenses and transform empty campus rooftops, parking lots, or vacant land into productive assets which support sustainable long term goals.

## CONTRACTOR LICENSES

License Number: 17327  
State: AZ  
Trades: CONTRACTOR  
License Number: ROC268373  
State: AZ  
Trades: K-42 ROOFING  
License Number: ROC240655  
State: AR  
Trades: CONTRACTOR  
License Number: 176510411  
State: AR  
Trades: CONTRACTOR  
License Number: 6890411  
State: CA  
Trades: CONTRACTOR  
License Number: 864500  
State: CA  
Trades: CONTRACTOR  
License Number: 811111  
State: CA  
Trades: CONTRACTOR B C33 C39  
ASB  
License Number: 108533  
State: CT  
Trades: STATE CONTRACTOR  
License Number: 9614546000  
State: DE  
Trades: STATE CONTRACTOR  
License Number: 2005205492  
State: DE  
Trades: CONTRACTOR NONRESIDENT  
License Number: 2003101239  
State: DE  
Trades: CONTRACTOR NONRESIDENT

(GROUP CODE 335)  
License Number: 2005206749  
State: FL  
Trades: CERTIFIED ROOFING  
CONTRACTOR  
License Number: CCC1326995  
State: FL  
Trades: CONTRACTOR  
License Number: CCC1328756  
State: FL  
Trades: STATE of FLORIDA  
QUALIFIED BUSINESS  
License Number: QB0004388  
State: FL  
Trades: QB0004388  
License Number: CCC057634  
State: FL  
Trades: CERT. ROOFING  
CONTRACTOR  
License Number: CCC054767  
State: FL  
Trades: CERTIFIED ROOFING  
CONTRACTOR  
License Number: CCC1327174  
State: FL  
Trades: CERTIFIED ROOFING  
CONTRACTOR  
License Number: CCC014118  
State: FL  
Trades: ROOFING CONTRACTOR  
License Number: CCC1328756  
State: GA  
Trades: ROOFING CONTRACTOR  
License Number: L89024



State: ID  
Trades: CONTRACTOR  
License Number: RCE31067  
State: IL  
Trades: ROOFING CONTRACTOR -  
UNLIMITED  
License Number: 104-015059  
State: IL  
Trades: ROOFING CONTRACTOR -  
UNLIMITED  
License Number: 104-015241  
State: IL  
Trades: CONTRACTOR  
License Number: 104-015129  
State: IN  
Trades: CONTRACTOR  
(INDIANAPOLIS)  
License Number: C0027100  
State: IA  
Trades: CONTRACTOR  
License Number: 04030-06  
State: IA  
Trades: CONTRACTOR  
License Number: C000416  
State: IA  
Trades: CONTRACTOR  
License Number: C000412  
State: LA  
Trades: COMERICAL  
License Number: 44761  
State: LA  
Trades: COMERICAL  
License Number: 16271  
State: MD  
Trades: NON-RESIDENT  
CONSTRUCTION  
License Number: 15401053  
State: MD  
Trades: CONTRACTOR  
License Number: 13394902  
State: MD  
Trades: CONTRACTOR  
License Number: 30718185  
State: MD  
Trades: CONTRACTOR  
License Number: 30439539  
State: MN  
Trades: CERT. of AUTHORITY  
License Number: 20381592  
State: MS  
Trades: CONTRACTOR  
License Number: 15380

State: MS  
Trades: ROOFING SHEET METAL  
AND SIDING  
License Number: 15028  
State: NE  
Trades: CONTRACTOR  
License Number: 26231  
State: NV  
Trades: CONTRACTOR  
License Number: 0066653A  
State: NJ  
Trades: CONTRACTOR  
License Number: N/A  
State: CO  
Trades: CONTRACTOR  
License Number: 93907  
State: NM  
Trades: ROOFING  
License Number: 10626  
State: NY  
Trades: no license required  
License Number: N/A  
State: NC  
Trades: ROOFING  
License Number: 59525  
State: NC  
Trades: CONTRACTOR  
License Number: 60043  
State: NC  
Trades: G.C.  
License Number: 24608  
State: ND  
Trades: CONTRACTOR  
License Number: 1198800  
State: OH  
Trades: CINCINNATI STREET  
CONTRACTOR  
License Number: TL20100179  
State: OH  
Trades: CINCINNATI  
CONTRACTOR  
License Number: CBRC000600  
State: OH  
Trades: COLUMBUS  
CONTRACTOR  
License Number: G4542  
State: OR  
Trades: COMMERICAL G.C.  
License Number: 186215  
State: PA  
Trades: CONTRACTOR  
License Number: 11072519





State: RI  
Trades: CONTRACTOR  
License Number: 24544334  
State: SC  
Trades: G.C.  
License Number: G10976  
State: SC  
Trades: CONTRACTOR  
License Number: 112352  
State: TN  
Trades: G.C.  
License Number: 24009  
State: TN  
Trades: CONTRACTOR  
License Number: 208783  
State: TN  
Trades: CONTRACTOR  
License Number: 62356  
State: UT  
Trades: CONTRACTOR  
License Number: 6789165-5501  
State: VA  
Trades: CLASS A VA  
CONTRACTOR  
License Number: 2701030688A  
State: VA  
Trades: CLASS A VA  
CONTRACTOR  
License Number: 2701023304A  
State: VA

Trades: CLASS A CONTRACTOR  
License Number: 2705096911A  
State: WA  
Trades: CONTRACTOR  
License Number: WESTERS973-BN  
State: WA  
Trades: WA STATE CONTRACTOR  
License Number: TECTAAS905DH  
State: WV  
Trades: CONTRACTOR  
License Number: WV039408  
State: TX  
Trades: CONTRACTOR  
License Number: N/A  
State: ME  
Trades: CONTRACTOR  
License Number: N/A  
State: N/A  
Trades: N/A  
License Number: N/A  
State: MA  
Trades: CONTRACTOR  
License Number: N/A  
State: KY  
Trades: CONTRACTOR  
License Number: N/A  
State: WI  
Trades: CONTRACTOR  
License Number: N/A

Tecta America has thoroughly reviewed the Contract Terms and Conditions for this solicitation. We understand your needs and are confident in our operational and procedural foundation, which meets or exceeds the specific requirements for the operations and management of the contract.

Tecta's management approach to successful execution will emphasize the following priorities:

- Development of value-based solutions and detailed scopes of work
- Procedural compliance with Member requirements for task order approval
- Safety
- Quality Control
- Subcontractor and HR Management
- Cost Control
- Schedule Control



## Operations & Maintenance Overview

Ice damage, high winds, rain and snow will take their toll on any roof. And while you can't know when these weather events will take place, you should know that you're prepared for them. Otherwise you run the risk of unexpected roof problems interrupting your business, causing unhappy tenants, disappointed customers and severe financial losses for your business. The good news is a small investment in a regular program of roof inspections and maintenance can help you avoid and minimize unexpected and costly repairs. In fact, independent analysis shows that dollars spent on preventive maintenance programs have a positive NPV and deliver 300% ROI over time.

### Planned Maintenance: The best way to prepare for the worst

Tecta America's Planned Maintenance program is designed to take the worry out of roof asset management, while protecting and prolonging the life of your roof by:

- Providing predictable roofing expenses and lower overall costs.
- Helping you budget maintenance dollars and allocate capital replacements.
- Keeping your warranties valid and your roofs performing at their best.
- Tailoring a program to specifically fit your roof and your business.

### The plan for planned maintenance:

**Inspect** - Our trained technicians examine the exterior roof system, while noting the conditions of wall panels, area dividers, parapets and roof penetrations and documenting conditions to monitor in the future.

**Clean** - All debris is removed from roof surface, gutters, interior drains and through-wall scuppers to prevent ponding water that may cause premature roof aging and damage.

**Maintain** - As needed, we replace deteriorated sealant on metal flashings, top-off pitch pans, re-seal suspect flashing at equipment curbs and perimeters. We also secure drain clamps and rain collars at pipe penetrations.

**Report** - We provide an annual summation of work performed, assessment of roof conditions, including updated roof drawings and photographs.

**Restore your roof and your confidence** - Harsh weather, installation of equipment, traffic on the roof or neglect can cause some roofs to show considerable wear, to the extent they fail before reaching their predicted usable life. But these roofs can be restored to a maintainable condition so they will reach their expected useful life, which in turn, delays the capital cost of major roof replacement.

KEY FEATURES OF TECTAPLAN	
Free enrollment	●
Certified Roofing Technicians	●
Licensed, bonded and fully insured	●
Leak free guarantee for your roof*	●
24/7 Solutions Center for immediate service dispatching	responsive
Priority service after severe weather	●
Immediate repair up to pre-authorized limits	●
Routine planned maintenance visits	●
Tecta Tracker Roof Asset Management	●
Roof Assessor Proprietary Diagnostic Roof Rating System	●
Tenant improvements	●
Due diligence	●

\*with recommended repairs performed



As part of TectaCare Planned Maintenance, **Tecta** will make all the necessary repairs to bring your roof to maintainable condition. And all repairs made for roof restoration are backed by Tecta's one-year, leak-free renewable guarantee.

### *Roof Asset Management Overview*

Tecta Plan, Tecta's Roof Asset Management Program, gives you all the information you need to manage a portfolio of roofs and the tools to optimize your roof maintenance and capital budgets.

Tecta Plan is powered by Tecta Tracker, a proprietary information platform designed to provide more effective management of your roofing portfolio. It starts with Tecta Tracker Qualified Technicians performing a rigorous assessment and gathering relevant data that drives informed roofing decisions. All of our Tecta Tracker Certified Technicians must undergo extensive training and testing to qualify them for this distinction.

KEY FEATURES OF TECTACARE	
Free enrollment	●
Qualified Roofing Technicians	●
Licensed, bonded and fully insured	●
Leak free guarantee for your roof*	●
24/7 Solutions Center for immediate service dispatching	●
Routine planned maintenance visits	●
Tenant improvements	●
Due diligence	●

\*with recommended repairs performed

The Tecta Plan Roof Asset Management program evaluates roof conditions, repair costs and forecasts the remaining useful life of each of your roofs. The proprietary Roof Assessor scores your roof system on key criteria leading to an objective, quantitative score. This allows you to compare different roof sections and facilities in order to prioritize roof spending. Consequently, Tecta Plan helps you avoid unexpected budget and roofing issues, facility downtime and premature roof failure or replacement.

### **Data Acquisition & Entry Process**

- Tecta Certified Inspectors perform field inspections assessments.
- Photos will taken by site personnel & processed
- Field data will be securely delivered to Tecta's secure site for data entry, processing, and drawings
- Secure Site Set-Up
- Reports Delivered according to NNSA Guidelines



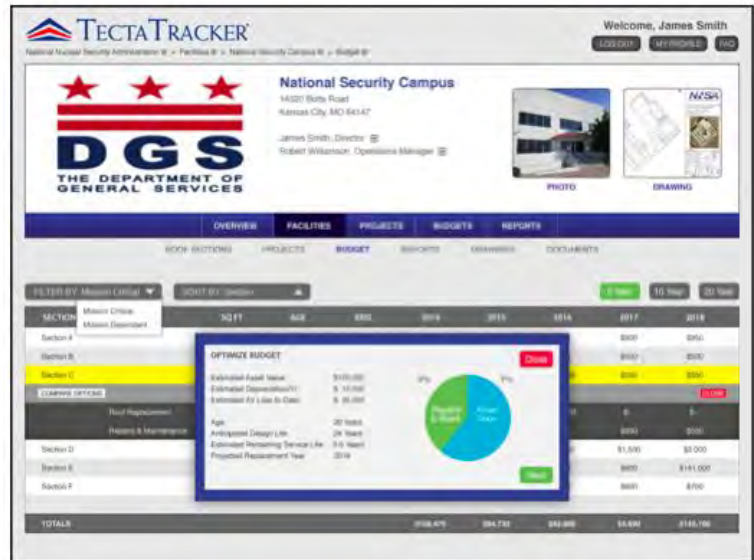


## TectaTracker®

- Launched in 2001, TectaTracker is the premier roof asset management software in the roofing industry.
- Developed exclusively by Tecta America
- 4,000 facilities/14,000 roof sections & 200M SF under management
- On-demand 24/7 access via web portal

## Tecta Tracker Database

- As-built data organized & stored for easy reference
- Warranty status & documents cataloged
- Snap-shot view captures age, pending repairs, roof condition & photos



## Powered by TectaTracker:

### Detailed Documentation

- All your critical information in one place, including drawings, photos, warranties, proposals, historical information and other documents for quick, secure access. An invaluable resource for large portfolio managers.

### Roof Assessor

- Provides you with an objective assessment of the roof condition and estimated remaining service life. TectaTracker's consistent rating systems help you evaluate overall roof performance.

### Reports

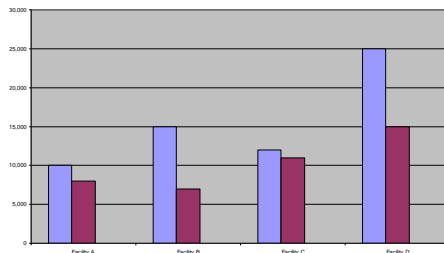
- Create customized reports on one or multiple properties in your online portfolio to meet your specific needs, and get detailed information on your roof system and roof condition.

### Financial Planner

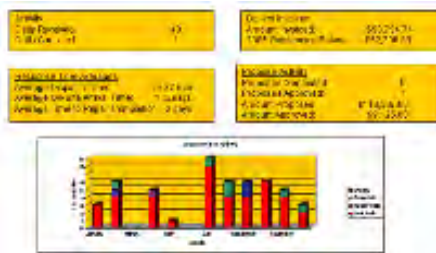
- Get a better handle on budgeting. Provides a 10-year forecast and condition-based estimate of anticipated maintenance and repair costs. In addition to budgeting operating costs, track capital expenses and perform a deferred analysis on any or all roofs in your portfolio.



### Current year roofing expense



### Service Center Report

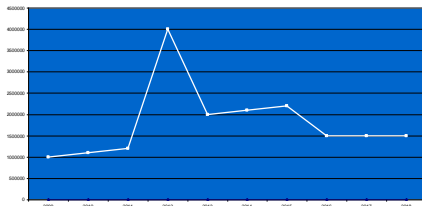


### Work Order Summary

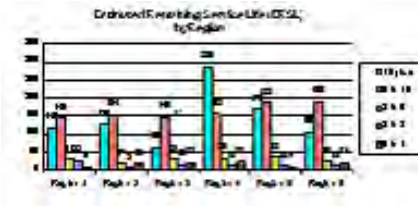
Work Orders Requested	Work Orders Completed	Open Work Orders
78	65	13

Total Dollars	Avg/Order
\$300,000	\$3,846

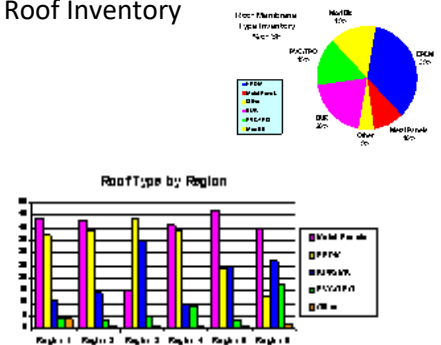
### 10 year forecast



### ERSL at a Glance



### Roof Inventory



### Program Benefits

- Simplified process
- Consistency in reporting, tracking, and pricing
- Immediate and Long-Term Savings
- Quality, safety, industry strength
- One point of contact
- Transparent process locally
- Warranty protection and documentation
- Service and response
- Ability to better track and predict future expenditures

### TectaTracker is a key element in delivering a strong preventive maintenance program

- The Roof Assessor Tool provides an objective quantitative assessment of the roof condition
- The 5-year forecast provides data to use in budgeting operating costs
- The remaining estimated life provides information for capital expense budgeting
- Fact based analysis of roof condition
- Allow owner to prioritize between multiple buildings, roof sections



## PROJECT TECHNICAL APPROACH & MANAGEMENT PLAN

This section of the proposal covers Key Personnel Roles & Responsibilities, Subcontractor Management, Safety, Quality Control, Contract Administration, Scheduling/Cost Control, Waste/Debris Management, and Contract Close-Out:

TECTA's management approach to successful management will emphasize the following priorities:

- Safety
- Quality Control
- Subcontractor and HR Management
- Cost Control
- Schedule Control

In our response, we have provided for your evaluation a summary of our capability to meet these critical priorities to successful management of this project.

**Preconstruction** – Our estimating and preconstruction (“Pre-Con”) department supports the efforts of our group in developing cost estimates for the SOW under this contract. Our Pre-Con department is uniquely qualified to provide hard dollar lump sum bids via drawing take off efforts, etc. as well as conceptual design build cost proposals.

**Logistics** – TECTA operates multiple crews, in every Operating Unit to serve our projects. In addition, we have space to store fabricated materials, purchased materials, and equipment. This allows us to deliver fabricated materials and equipment directly to the jobsite on a schedule basis. This makes logistics on the jobsite cleaner and easier for the owner and prevents unplanned deliveries and coordination issues with the owner's facility.

**Accounting** – We track labor, material, and subcontractor costs on every project by work activity on the project. We use MS Project or Primavera to develop our schedules. Schedules can be cost loaded if required but we typically use an agreed upon schedule of values to back up our monthly billings on lump sum project. We routinely perform cost plus projects in the commercial sector and our accounting system is capable of tracking and reporting costs that directly back up our billings on these projects. Our experience in accounting on government projects is the backbone of our ability to control job cost. TECTA accounting systems and practices will allow our project manager to know and manage the costs of all components of a project as it is being performed.

### Outline of SOW Response and Process

#### PRECONSTRUCTION

**Step 1.** TECTA Corporate Construction Executive will review the SOW to develop resource plan to achieve the best value. The Operating Unit President assigns a Project Manager (PM). The PM will attend site visit and clarify any ambiguities related to the SOW and client's project objectives.

**Step 2.** Led by TECTA's PM, planning is developed for the project approach, implementation, crew selection, subcontractor qualification/selection, identification of cost saving methods, prepare work/cost schedule, develop preliminary quality control and safety plans.

**Step 3.** The PM will submit a cost effective low-risk technical plan for review and approval to the Corporate Construction Executive and the client.

### **Issuance of Notice-to-Proceed (NTP)**

**Step 1.** PM will coordinate project plans by conducting a “kick-off” meeting with the assigned Quality Control Manager (QCM), Safety Manager and Superintendent.

**Step 2.** PM will coordinate the project specific plan for technical execution in order to institute work controls, product material submission and permit requests, manage productivity, direct resources, prepare closure reports, prepare weekly reviews, monitor cost/schedule progress, respond to modifications, track subcontractor performance and enforce corrective actions. The project plan will include an environmental protection and site security plan.

**Step 3.** Quality Control and Safety Plan will be submitted within 2 days. The plan will include enforcement of the initial team orientation meeting, safety/quality controls, project objectives, schedule milestones, inspections and preparation of reports.

**Step 4.** PM will establish the appropriate site security, environmental protection measures, and begin mobilization of personnel and equipment to complete the project accident free, on-time and within budget.

**Step 5.** Demolition and reinstallation of roofing system per project scope.

**Step 6.** Final inspections and punch list completion.

**Step 7.** PM, QCM and Superintendent conduct project closeout.

**Project Manager** – Our PM will be responsible along with the project management team for all estimating, scheduling, budgeting, purchase orders and subcontracts. The PM will have signatory authority, will be able to negotiate work orders, and will have the full authority to bind TECTA. The PM will be a source of contact for the duration of the project. This approach will eliminate all communication confusion. The PM will generate monthly invoices, update CPM schedules, manage subcontractors, write purchase orders and monitor project budgets.

**Quality Control Manager** – The Quality Control Manager (QCM) assigned to the project will manage the performance of our QCM functions. The QCM oversees the thorough inspection of the project every day and ensures that proper QC instruction is given and followed. The QCM answers to the PM only in matters of daily logistics, but the QC program has its ultimate source of authority at the Office. In this way, QC remains the highest priority and will not suffer as a result of other project concerns. It also provides the QCM with the ultimate autonomy to make decisions solely with regard to quality.

The responsibilities of our QC inspection personnel also include scheduling their efforts to ensure that inspections are completed and documented in a timely manner. The QCM will ensure that the contracting office is always notified in advance of our inspections and will invite your inspectors to observe, participate, or advise in those inspections. QC is one of our highest priorities and it is the responsibility of the QCM to ensure that quality control inspections are implemented on every delivery order and that QC education is provided to each of our employees and subcontractors. The QCM will also respond to engineering and contracting issues as well as perform trend analysis and whenever necessary, initiate corrective action. In addition to the daily inspection of work sites, the QCM will insist that certain pre-set milestones (definable features of work) have quality control approval before the project can advance. These milestones are defined as structural, mechanical, electrical, or otherwise complex or critical project elements.



The client will be notified by the QCM when milestone quality inspections are to take place. When necessary, all quality control sampling and testing will be performed by subcontracted sources and outside laboratories. Certificates of accreditation will be required of all testing laboratories or specialists used under this contract. We will provide copies of the certificates and any other verification of compliance to the client. Our QC plan is designed to prevent problems and/or catch problems prior to project completion. This has virtually eliminated punch list items at our contract sites. However, if any items are found upon final inspection, we will take immediate action to correct all punch list items as soon as possible. A report will then be submitted to the client, detailing the correction of each item.

**Superintendent** – The on-site Superintendent reports directly to the PM and is responsible for supervising the work of craftsmen and subcontractors, maintaining project schedules, and verifying that work is completed in accordance with the plans, scope of work, and specifications. He will also ensure that proper safety and housekeeping procedures are followed, and that progress reporting is performed in a timely manner. The Superintendent will maintain constant communication with the subcontractors as well as the PM in order to ensure that the project proceeds in accordance with our high standards of quality, timeliness, and safety. The Superintendents are authorized to initiate change orders, if necessary, to expedite work.

The Superintendent will also work with the QCM and Safety Manager to ensure that all the TECTA Team personnel and subcontractors are aware of quality and safety issues and are provided educational opportunities and safety training when necessary. The Superintendent will ensure that any new addition to the on-site workforce attends a safety orientation and receives any necessary individual instruction with regard to safe work procedures. The project Superintendent will be held responsible for accident prevention and will issue safety instructions when work assignments are made, verifying that all crews have, as well as use, the proper protective equipment. He will also check for unsafe practices and conditions, and assist the QCM in checking for unsafe practices and investigating any accidents to determine cause and corrective action.

**Safety Approach to Field Implementation and Enforcement** – “Safety First” is the priority at TECTA. Our Safety Manager assigned to this project will have completed a minimum of 30-Hour OSHA training. The role of our Safety Manager on the contract will be to develop and coordinate the site-specific Safety Plan, to include implementing the safety, environmental protection and security plan for all on-site personnel. Field Safety Managers will report to the TECTA Corporate Safety Director.

“Safety First” is practiced at all times. Safety will always maintain a prominent role in all of TECTA’s work plans submitted to the client. Our safety leadership will be comprised of a Safety Manager who will report to the PM. The Safety Manager will establish, manage and maintain a safe working environment, which allows construction personnel to build in accordance with design specifications with quality workmanship. Our assigned Safety professionals will lead meetings with all sub-contractors and ensure that all contractors are properly briefed on safety rules, regulations and considerations.

Responsibility for achieving our safety goals is held primarily by our Superintendent/Safety Manager but a priority for key personnel and subcontractors. Safety will receive full involvement of company management. Individual responsibilities are identified for field management. Every field management employee on our construction site may shut down a particular work operation that poses ‘imminent danger’ or if a situation arises which is immediately dangerous to life or health.





When such action has been taken, the Primary POC and/or PM shall be immediately notified and actions to remedy the situation shall be implemented. Managers and Supervisors from trade subcontractors shall also ensure that employees placed under their direction are trained and informed of safe methods and shall conduct their responsibilities in a safe and professional manner. The PM will schedule a meeting to communicate safety orientation.

The Safety Manager will ensure safety concerns are addressed to enforce safety awareness. The Safety Manager will develop a site-specific safety plan that will incorporate security concerns as well. The Safety Manager will brief the on-site construction team to include subcontractors. Safety will be the responsibility of everyone on the job site. Safety and quality principles are inseparable. Our priority for each project is to perform quality work in the most efficient, and safe manner possible.

**Sustainability and Waste Management Approach** – TECTA will implement reuse and recycling procedures to reduce disposal. TECTA will ensure that debris management is incorporated into the scope of work for the contract. TECTA will develop and implement procedures to keep solid waste from being contaminated and in a condition required for acceptance by a designated reuse, recycling, or disposal facility. Solid waste, rubbish, debris, and other discarded solid materials will be placed in containers that are emptied on a regular schedule. Handling and disposal will be conducted to prevent contamination. Segregation measures will be employed so that no hazardous or toxic waste will become co-mingled with solid waste. The solid waste will be transported off of public property, and disposed of in compliance with Federal, State and local laws and regulations pertaining to the use of landfill areas.

**Problem Prevention and Minimization** – Weekly training will be conducted by the Superintendent in an effort to prevent and/or minimize any adverse environmental problems. The training will be completed before work begins and when conditions change. This training shall include methods of detecting and avoiding pollution; familiarization with pollution standards, both statutory and contractual; and installation and care of devices, and instruments required for monitoring purpose to ensure adequate and continuous environmental pollution control. Listed below are the project specific learning objectives of this training:

- Provide an overview of environmental and sustainability issues.
- Ensure compliance with federal, state, and local environmental laws.
- Review of site-specific procedures and management plans to establish expectations.
- Methods of detecting and avoiding pollution
- Familiarization with statutory and contractual pollution standards.
- Anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants
- Spill containment exercise will occur monthly as part of weekly toolbox meetings establishing a familiarity with a plan in case a spill occurs.

**Proposed Processes for Requests For Information (RFI)** – RFI's may be initiated by anyone providing services to the project. The RFI may be prepared in electronic format and/or hard copy. An RFI will be funneled through Foreman, Superintendent and/or the PM. Each RFI will be reviewed by the next level of management with final review by the QCM. Upon final formation, the RFI will be submitted to the client by the QCM or PM. Upon receipt of the client response to an RFI, it will be delivered to the Project Engineer for copying, filing and distribution to the PM. The PM will process the RFI according to the required action with the Superintendent, Foreman, etc. Should the RFI response impact the management plan or schedule, changes will be made according to the required action.



**Submittal Reviews and Approval** – Submittal information will be provided by and prepared by the TECTA QCM responsible for the action being documented/ reported. The submittal information will be validated and submittal documents prepared by the QCM. Each submittal package will be approved for submittal to the client by the PM/Submittal Reviewer and QCM. A transmittal form will be generated for numbering and tracking on the submittal register.

**Testing Laboratories and Procedures** – When necessary, all QC sampling and testing will be performed by subcontracted sources and outside laboratories. Certificates of accreditation will be required of all testing laboratories or specialists used for any testing done under this contract. We will provide copies of these certificates, chain-of-custody and any other verification of compliance to the client. The testing company used might vary from project to project, but each testing subcontractor will be required to produce the necessary qualifications and credentials to perform laboratory testing.

**Project Closeout Procedures** – The QCM will perform the final building turnover, close-out and commissioning in accordance with the following:

- Manage and implement a Commissioning Plan for all systems associated with the SOW for this contract through coordination with each discipline
- Develop & maintain a punch list of all construction deficiencies at end of construction period. QCM will ensure all deficiency items have been completed and/or corrected prior to Owner turnover. The Owners Representative will participate in preparation of the Final Punch List
- Develop and organize equipment and system training involving installing contractors and suppliers. All training will be coordinated and scheduled with end user upon completion; startup and commissioning of each equipment item and/or system.

**TECTA's Completion Package** – Once the project is complete, any changes or modifications to the construction drawings must be incorporated into accurate as-built drawings, submitted to the client in the package listed below. As-built drawings will show changes and revisions to the construction drawings including structural details, foundation layouts, subsurface utility lines, equipment, sizes, etc. If the completed construction reflects no modifications to the construction drawings, then copies of the original construction drawings may be stamped "as-built drawings."

**TECTA Completion Package:**

- Book of Warranties
- Product User Information Binder:
- Safety Precautions
- Normal Operations and Service Requirements with Maintenance/Repair Procedures
- Environmental Conditions
- Material Safety Data Sheets
- Personnel Training Requirements and Briefing from TECTA Superintendent
- TECTA Contact Information
- As-Built Drawings
- Property Records

## Tab 5 – Products and Services

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- ◆ It is the intention of NCPA to establish an annual contract with highly qualified vendor(s) for Roofing Products and Services on a national basis. Vendor(s) shall, at the request of NCPA member, provide these covered services under the terms of this RFP and the Contract Terms and Conditions. Vendor shall assist the NCPA member with making a determination of its individual needs, as stated below.
- ◆ The Contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for construction work. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by the NCPA member.

### **INFORMATION TO OFFERORS**

- ◆ NCPA intends to enter into Roofing Products and Services Contract(s) for the construction, maintenance, repair and alteration services related to roofing systems. These contracts will be available for use by all public entities such as ESC's, ISD/USD's, universities, city and county governments, community colleges, state and federal agencies in these United States and other jurisdictions. It may also be used by certain private non-taxed entities. Each entity signs an inter-local agreement approved by their board or designated agent with NCPA when required by state statute.
- ◆ Offerors are encouraged to offer turn-key solutions to address the full range of roofing services being sought in this solicitation, however offering a turn-key solution is **not** a requirement that must be met in order to be considered for award.

OFFERORS ARE REMINDED THAT NO WORK IS OR HAS BEEN GUARANTEED UNDER THIS CONTRACT.

- ◆ Those companies seeking multiple state awards should provide contractor license to work in the requested states and propose a separate coefficient for each.
- ◆ If a respondent is awarded a contract for the requested states and later decides to request additional states to work in under the contract, then a written request must be made to NCPA requesting the additional state(s). In addition, the contractor must provide proof of license and bonding capability to work in the requested new state(s) along with proof of insurance and other relevant documents. It is the intent of NCPA in this document to meet each state's statutory requirements for performing Roofing Services in that jurisdiction.
- ◆ If a respondent is awarded a contract for the requested states and later decides to request that additional affiliates be allowed to work on this contract, then a written request must be made to NCPA regarding the addition of the affiliate(s). Successful Respondents must also submit a written request to NCPA if they wish to discontinue an affiliate from doing work on this contract. All work done under this contract by affiliates, subcontractors or other parties will be the responsibility of the primary contract holder.
- ◆ Upon award, the contractor may be designated as the NCPA roofing contractor by a client via an approved inter-local agreement. Clients may not compete Roofing Services jobs between contractors

or designated hard bids in violation of Texas State law. The inter-local or interstate agreement (members in other states may conform to their state and local statutes in using NCPA contracts) must be signed between each member and NCPA.

- ◆ The contractor should describe in its business plan how it will include and work with local subcontractors and how it will work with local architects and engineers, especially those A&E firms already working with client members.
- ◆ NCPA will receive 3% of the total revenue from each PO executed under this contract less any sales tax or performance or payment bond. This fee will be included in the contractor's pricing proposal and will not be issued as a separate line item in any job proposals issued to client members.
- ◆ NCPA encourages the use of HUBs, MWBEs and SBEs both as prime and subcontractors. However they must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify their subcontractors. Some client members will have a set goal for subcontracting requirements and will require that a plan be attached as an addendum to the PO outlining how the contractor will endeavor to meet their goal. Specific plans as part of the contractors' business plan to meet these goals will be part of the overall contractors evaluation process as well as selection process for certain client members as a requirement for their delivery orders.
- ◆ NCPA will provide some oversight in assisting both the client members and the contractors in the marketing to the client members, training (education), and provide at a minimum an annual audit and review of each of the contractor's programs.
- ◆ The contractor at his expense and included as part of overhead will provide adequate insurance coverage meeting at a minimum the requirements of the State of Texas or the state where the job is located. The contractor, if awarded a contract, will provide within 14 days but prior to the commencement of work, a certificate of insurance showing that NCPA has been named as additional insured. If the member has higher insurance requirements, than those requirements may be added as an addendum to the purchase order.
- ◆ Recognized holidays include: Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.
- ◆ Regular work hours will be considered to be 7am to 5pm local time unless otherwise agreed by NCPA member. A schedule for performance of work that can be met without planned overtime is the responsibility of the Contractor, unless otherwise requested by the owner.

### **CONTRACT AND DOCUMENTS**

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

## **PERFORMANCE BOND PLAN**

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

## **SAFETY/ENVIRONMENTAL PLAN**

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

## **QUALITY ASSURANCE/QUALITY CONTROL PROGRAM**

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

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

- ◆ The contractor shall submit a subcontracting plan with their submittal. This plan will explain the subcontracting procedures providing assurances that the subcontractors meet the same high standards as the contractor. This will include a subcontractors log, subcontractor qualification form, felony conviction notice and child and sex offender notice. This plan will also address how the contractor will implement his safety plan with subcontractors (may reference the contractors safety plan). The subcontractors will be held to the same standards as the primary roofing contractor.
- ◆ A distinct portion of the subcontracting plan needs to deal with attracting, utilizing and mentoring small and disadvantaged businesses including how your company will attract these firms. Describe how your company will institute a prompt payment plan upon completion and acceptance of their work and how your company will make progress payments to subcontractors on long term job orders.
- ◆ The contractor shall submit a plan detailing the relationship with any applicable affiliates that may do work under this contract. This submittal should include, but is not limited to, work history, credentials, PO processes and process to maintain upstanding workmanship and service.

## **PRODUCT PERFORMANCE MINIMUM REQUIREMENTS**

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

### **ASSOCIATED PROJECT SUPPORT REQUIREMENTS**

- ◆ This will consist of the following points. (1) The contractor shall remove movable furniture in the work area and place it back in the required location upon completion. (2) The purchase, delivery and storage of project construction materials should not interfere with the clients operations. (3) Damages that occur to the client's facilities or equipment must be repaired or purchased to like or better condition by the contractor at no charge. (4) All permits will be acquired by the contractor and invoiced at cost as part of the purchase order, unless they are provided by the client member.
- ◆ If there is a dispute between the contractor and client, NCPA or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party.
- ◆ NCPA or its representative reserves the right to inspect any project and audit the contractor's NCPA project files, documentation and correspondence.
- ◆ Utilities at the job sites will be furnished free of charge to the contractor by the client member. Water will be furnished free, with all of the taps, connections and associated equipment supplied free of charge to the contractor or supplied by the contractor and charged to the client. Upon project completion, the connections will be removed at the direction of the client.
- ◆ It is the contractor's responsibility to analyze his electrical needs and the ability of the client's facility to accommodate his request. The electricity at the job site will be free to the contractor. It will be the responsibility of the contractor to coordinate his requests and needs with the client. If additional capacity is required, the contractor is responsible for arranging for the equipment, the installation and removal at his own expense. If possible, toilet facilities will be made available by the client or the contractor will make arrangements for portable toilets.
- ◆ The Member Agency reserves the right to require the contractor's employees, representatives and consultants to wear identification and stay in designated work areas at all times while on the Member Agency's property. The Member Agency shall have the right to effect the immediate removal of any person associated with the contractor from the member's property for failure to wear identification, for being outside a designated work area, or for engaging in any behavior that the member deems inappropriate directed toward or in the vicinity of students, employees, officials, or guests of the NCPA member.
- ◆ Contractor shall perform the appropriate background checks of any personnel that will be performing the services within the proximity of minors. Contractor shall notify the Member Agency of any proposed employee who has been convicted, pled guilty or pled "no contest" to a criminal

offense, and the Member Agency reserves the right to reject the proposed employee with a criminal background. No person employed by Contractor who has been found guilty of any criminal offenses shall be allowed into the work site without prior approval of the NCPA member.

**Description of Products and Services Offered**

(Note: Pricing is to be provided separately in the TAB 7-Pricing )

- ◆ A listing of products and services that should be offered under this contract is provided in TAB 7-Pricing, but the offering need not be limited by this listing. Contractor may provide additional products and services either in this section or the value-add section. Pricing on these non-line items products and services can be addressed through a margin, RS Means or any other auditable pricing mechanism. Any product or service offered must have pricing that can be audited as outlined in the Pricing section in this solicitation (TAB 7). RS Means or any other approved benchmarking service can be used as an alternate pricing mechanism for special situations. Provide the coefficient(s) for all applicable regions for RS Means on the final page provided in the TAB 7-Pricing.

## Tab – 8

All content for

Tab – 8

Value Added Product and Services

Included in Tab 4 Narrative

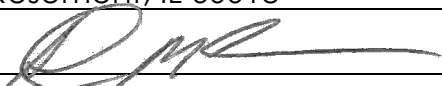
Please review Tab - 4



## **Clean Air and Water Act & Debarment Notice**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	<u>Tecta America Corp</u>
Print Name	<u>Andy Carr</u>
Address	<u>9450 W. Bryn Mawr, Suite 500</u>
City, State, Zip	<u>Rosemont, IL 60018</u>
Authorized signature	<u></u>
Date	<u>11/15/19</u>

# **Contractor Requirements**

## **Contractor Certification Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

### **Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



Date

11/15/19

## **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

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

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

Company name	<u>Tecta America Corp</u>
Address	<u>9450 W. Bryn Mawr, Suite 500</u>
City/State/Zip	<u>Rosemont, IL 60018</u>
Telephone No.	<u>708-451-0743</u>
Fax No.	<u>847-581-3880</u>
Email address	<u>acarr@tectaamerica.com</u>
Printed name	<u>Andy Carr</u>
Position with company	<u>National JOC/Cooperative Contracts Manager</u>
Authorized signature	<u></u>

## **FEMA Standard Terms and Conditions Addendum for Contracts and Grants**

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
  - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
  - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
  - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
  - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
  - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
  - f. 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 (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
  - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
  - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
    - 1) The copyright in any work developed under a grant or contract; and
    - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

# **Required Clauses for Federal Assistance provided by FTA**

## **ACCESS TO RECORDS AND REPORTS**

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).*

## **CIVIL RIGHTS / TITLE VI REQUIREMENTS**

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 *et seq.*, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
  - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

### **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of

payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

### **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.



*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

## **State Notice Addendum**

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>