Region 4 Education Service Center (ESC)

Contract # R200108

for

Job Order Contracting Services

with

Weatherproofing Technologies, Inc.

Effective: May 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and Weatherproofing Technologies, Inc., effective May 1, 2020:

I. Vendor Contract and Signature Form
II. Supplier's Response to the RFCSP, incorporated by reference

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name: Weatherproofing Technologies, Inc.

Address: 3735 Green Road

City/State/Zip: Beachwood, OH 44122

Telephone No. 216-292-5000

Email Address: bstack@tremcoinc.com

Printed Name: Brian J. Stack

Title: Assistant Secretary

Authorized signature:

Accepted by Region 4 ESC:

Contract No. R200108

Initial Contract Term May 1, 2020 to April 30, 2022

Margaret S. Bass — 4/28/2020

Region 4 ESC Authorized Board Member — Date

Margaret S. Bass

Print Name

Carmen T. Moreno — 4/28/2020

Region 4 ESC Authorized Board Member — Date

Carmen T. Moreno

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

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

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

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

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFCSP shall prevail.)

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TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

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

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If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFCSP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Deviation	Region 4 Accepts
Appendix A: Recitals (pg. 4) Exhibit B (pg. 5)	Paragraph 13: Survival Clause Paragraph 1.4: Scope of National Cooperative Contract	In addition to purchase orders issued and accepted prior to the expiration or termination of the Master Agreement, we will also honor any proposals dated and submitted for customer review prior to the expiration or termination of the Master Agreement that lead to issuance of a purchase order.	Accepted
Appendix A: Recitals (pg. 4)	Paragraph 14: Delivery	With respect to paragraph 14, we note that special orders may require lead times greater than seven days	Accepted
Appendix A: Recitals (pg. 4) RFCSP (pg. 3)	Paragraph 14: Delivery Project Description and Budget, "Project overhead"	Construction projects require large loads of materials and special components originating from a variety of sources and locations. This is a result of individual project requirements that are often dictated in project documents provided by a Public Agency's design professional. Due to this and the continued expectation of escalating costs associated with freight, all deliveries shall be freight prepaid and add and will be	Accepted

		included on all invoices as a separate line item. Local and onsite managers, such as a principal of the school, will not receive freight invoices.	
Exhibit A (pg. 4) Exhibit A (pg. 10)	Paragraph 1.2: Marketing, Sales and Administrative Support Paragraph 3.3(M): Marketing and Sales	Tremco currently holds a Region 4 ESC contract, Contract Number R180903, for Roofing Products, Services, and Job-Order-Contracting Services. OMNIA Partners Public Sector also administers this contract. While many public agencies value this contract that focuses on roofing and weatherization, certain agencies and jurisdictions demand a Job Order Contract that focuses on all divisions of construction, not just one division, such as roofing. The intent of this RFCSP response, and contract, is to provide a supplemental offering to public agencies who require the methodology of a customary Job Order Contract. This important and supplemental offering provides public agencies a variety of Tremco OMNIA contract options and enables them to utilize whichever contract that best suits their needs. Because of the speculative and unique nature of the services we provide, including legislative and administrative code, we do not have the ability to guarantee sales. However, we will aggressively promote this contract in support of OMNIA sales.	Accepted
RFCSP Solicitation No. 20-01	All references to “primary go to market” as addressed throughout RFCSP Solicitation No. 20-01	Tremco currently holds a Region 4 ESC contract, Contract Number R180903, for Roofing Products, Services, and Job-Order-Contracting Services. OMNIA Partners Public Sector also administers this contract. While many public agencies value this contract, which focuses on roofing and weatherization, certain agencies and jurisdictions demand a Job Order Contract that focuses on all divisions of construction, not just one division, such as roofing. The intent of this RFCSP response, and contract, is to provide a supplemental offering to public agencies who require the methodology of a customary Job Order Contract. This important and supplemental offering provides public agencies a variety of Tremco OMNIA contract options and enables them to utilize whichever contract that best suits their needs. However, we	Accepted

		will aggressively promote this contract to public agencies desiring this option.	
Exhibit A (page 57)	Paragraph 3,3(E)(ii): Marketing & Sales	Regarding the best government price guarantee, WTI will provide an RS Means estimate based on coefficients listed in Envelope 1, Tab 1 that is comparable to other valued government customers or what is referred to in the marketplace as "market competitive pricing". We believe this to be the spirit and intent of any best pricing language for construction-related projects including roofing and weatherization of buildings, a non-commodity purchase. Given the many variances and unique conditions presented on each project, a best-price guarantee of the type referenced in Exhibit A is not reasonably achievable and we believe is more suited to commodity purchases that are very different from the unique solutions we provide given the many variances and site-specific conditions presented on each project. WTI is committed to offering and providing the best value at the best site-specific pricing available to every OMNIA participating agency. We also note exceptions specific to the Contractor Network Delivery Model which include pricing to those participating agencies who choose the Contractor Network Delivery Model. All pricing to be validated through RS Means. Please see Tab 2 – Value Add for additional information.	Accepted
RFCSP Solicitation No. 20-01	Fee Calculation as addressed throughout RFCSP Solicitation No. 20-01	For purposes of clarification the fee calculation is calculated on stipulated sum contracts. This means the total PO amount consists of labor, material, the OMNIA administrative fee, taxes, and the cost of any bond. The fee is a component of this stipulated amount and will not be calculated on the total PO value but included in the total PO value.	Accepted
RFCSP Solicitation No. 20-01	Online Catalogs	We will follow the pricing submitted and approved by Region 4. However, based on the fact that each project is unique, and each project's scope of work is different, we do not post online catalogs.	Accepted
RFCSP Solicitation No 20-01	Various locations	Exceptions Specific to the Contractor Network Delivery Model: The Contractor Network Delivery Model described in Tab 2 – Value Add of WTI's response provides a unique method of delivery to benefit OMNIA participating agencies in addressing their Job Order Contracting needs. This approach is unique and presents OMNIA	Accepted

		participating agencies with another option in addition to WTI's full-service solution. As such, it requires some exceptions from WTI's standard process. The exceptions pertain to pricing, purchasing and payment procedures. Details on the Contractor Network Delivery Model, including pricing methodology and purchasing and payment procedures, are included in Tab 2 – Value Add.	
Exhibit F	Federal Funds Certifications	Proposed modification: See attached additional information on the next page for consideration to add to the current Federal Funds Certifications	Accepted

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of May 1, 2020 by and between Weatherproofing Technologies, Inc. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Job Order Contracting Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R200108 for Job Order Contracting Services ("RFCSP"), to which Contractor provided a response ("Proposal"); and

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

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

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

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

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

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

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFCSP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFCSP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFCSP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

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

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;
      iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

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

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

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

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

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor

shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

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

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's

sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

and standard practices to protect workers, general public and existing structures from injury or damage.

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

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

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

REQUEST FOR COMPETITIVE SEALED PROPOSAL (RFCSP) BY REGION 4 EDUCATION SERVICE CENTER (ESC) FOR JOB ORDER CONTRACTING (JOC) SERVICES, STATE OF TEXAS AND NATIONWIDE

Envelope 2

This proposal includes data that shall not be disclosed outside of Region 4 ESC and OMNIA Partners associated with the RFCSP by ESC for JOC Services, State of Texas and Nationwide and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with- the submission of this data, Region 4 ESC and OMNIA Partners associated with the RFCSP by ESC for JOC Services, State of Texas and Nationwide shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit Region 4 ESC and OMNIA Partners' associated with the RFCSP by ESC for JOC Services, State of Texas and Nationwide right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets marked with the following: "The information contained on this page is subject to the restriction on the title page of this proposal."

Brian J. Stack

Brian J. Stack, Assistant Secretary
Weatherproofing Technologies, Inc.
3735 Green Road
Beachwood, OH 44122

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Tables

Figures

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APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of January 21 *, 2020 by and between* Weatherproofing Technologies, Inc. *("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of* Job Order Contracting Services *("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R 20-01 for _____ ("RFCSP"), to which Contractor provided a response ("Proposal"); and

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

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2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFCSP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFCSP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
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5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

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      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;
      iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

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vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

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

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

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

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

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor

shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

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

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's

sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

and standard practices to protect workers, general public and existing structures from injury or damage.

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

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

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

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name: Weatherproofing Technologies, Inc.

Address: 3735 Green Road

City/State/Zip: Beachwood, OH 44122

Telephone No.: 216-292-5000

Email Address: bstack@tremcoinc.com

Printed Name: Brian J. Stack

Title: Assistant Secretary

Authorized signature: _____

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term_____to _____

_____ _____
Region 4 ESC Authorized Board Member Date

_____
Print Name

_____ _____
Region 4 ESC Authorized Board Member Date

_____
Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

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

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

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

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFCSP shall prevail.)

TAB 2 – OFFEROR'S EXPERIENCE AND REPUTATION

a) OMNIA Partners Documents

i. Include a Detailed Response to Appendix E, Exhibit A, OMNIA Partners Response for National Cooperative Contract.

WTI has responded to each requirement outlined in Appendix E, Exhibit A, paragraph 3.0 Supplier Response below and on the following pages.

3.1 COMPANY

A. Brief History and Description of Supplier.

Weatherproofing Technologies, Inc. (WTI) is pleased to present Region 4 ESC with our proposal in response to Solicitation No. 20-01, Job Order Contracting (JOC) Services, State of Texas and Nationwide (JOC Services contract). WTI is a wholly-owned subsidiary of Tremco Incorporated (Tremco), an industry leader in the manufacturing of roofing material, sealants and building materials. WTI has been in the JOC services and roof asset-management and maintenance business since May 14, 1962, when it was established as the Tremco Maintenance Service Corporation.

Tremco was established in 1928 and currently has 11 manufacturing plants and more than 2,000 employees worldwide. Tremco was an independent corporation until it was purchased by the BF Goodrich Company in 1980. RPM International Inc. (RPM) then purchased Tremco in early 1997. Both Tremco and WTI are International Organization for Standardization (ISO) 9001:2015 certified, WTI being the first roofing-service enterprise in the industry to attain this certification. Tremco is a renowned manufacturer of roofing and weatherproofing products while WTI has performed thousands of roofing projects nationwide. Regardless of the type of roof, we can offer a solution through Tremco-manufactured products or other roofing products. We have a pool of more than 1,200 pre-qualified subcontractors nationwide to assist in roofing project performance. Not only are these subcontractors approved in the installation of Tremco products, but they are also approved to install products from other manufacturers.

RPM is a multinational holding company with subsidiaries that manufacture and market high-performance coatings, sealants and specialty chemicals, primarily for maintenance and improvement. Fiscal 2019 sales were $5.6 billion, with 73% to industry in North America. RPM has been in business for 75 years and employs more than 14,000 people worldwide and operates 139 manufacturing facilities in 27 countries, as well as sells products in approximately 170 countries and territories. RPM is committed to providing the highest quality products and services possible in the field of roofing, sealants and coatings.

Since the WTI division was renamed in 1998, we have expanded our service capabilities to become a full-service JOC general contractor to all of our customers. WTI's general-contracting services include HVAC/mechanical projects, building maintenance, asphalt paving, concrete, tile and terrazzo rehabilitation/restoration and exterior building wall restoration, photovoltaic (PV) systems and renovation in addition to roofing restoration and building envelope services. WTI's general-contracting capabilities are further supplemented by Tremco's vast sales and manufacturing resources.

Specifically, relevant to the JOC Services contract is our outstanding history of performance on JOC-type projects. We understand the intricacies of managing multiple, simultaneous projects as we have performed 150 to 200 projects concurrently. In the past five years alone, we have managed anywhere

from 500 to 600 subcontractors throughout the performance of simultaneous projects under 65 JOC-type contracts. Many of our JOC-type contracts span the entire US, giving us additional experience coordinating large, complex contracts with various end-users. To that end, we maintain a staff of customer service and marketing professionals who have the experience and relationships to educate participating agencies on the advantages of this contract as we have the knowledge, technical expertise and personnel necessary to complete simultaneous projects throughout the nation.

Additionally, we offer relevant experience and extensive knowledge on Region 4 ESC contracts, benefitting OMNIA Partners and participating Public Agencies with competitive pricing, reduced response times and familiarity with local building codes and regulations. Further, we have the depth and breadth of resources necessary to effectively market and perform projects for school districts, colleges, universities, cities, counties and other government entities throughout the nation. WTI's resources ensure that participating agencies have the flexibility to select the services that meet their needs with the assurance that all products and services will be of superior quality, as well as within budget and schedule guidelines. WTI has a unique familiarity Region 4 ESC that demonstrates our overall ability to provide on-time, quality projects. To date, we have successfully been awarded and/or performed nine contracts for Region 4 ESC. We will capitalize on our experience, resources and relationships to provide OMNIA Partners, Region 4 ESC and participating Public Agencies with the same superior level of products and services expected from WTI during the past 14 years. Throughout the past 14 years, we have performed more than $51 million in work and over 800 projects for Region 4 ESC while estimating with the stipulated cost index guide. WTI is committed to taking a proactive approach to ensure superior performance throughout this contract as we strive to provide the best possible construction services to meet or exceed our clients' expectations.

B. Total Number and Location of Sales Persons Employed by Supplier.

WTI, along with our parent company, Tremco, has more than 315 sales representatives, support specialists and business-development personnel throughout our organization. These individuals are trained and service all WTI locations to meet the needs of our customer base.

C. Number and Location of Support Centers (if Applicable) and Location of Corporate Office.

WTI has sales personnel and offices located throughout the nation capable of supporting the JOC Services contract. The location and key contacts for each of these offices are provided in **Table 2-1**. Additionally, WTI's centrally-located headquarters in Beachwood, Ohio will support the JOC Services contract along with site offices located nationwide.

Table 2-1. Number and Location of Offices.

Office	Location
Corporate Office	Beachwood, OH
Eastern Division Office	Flemington, NJ
Western Division Office	Vernon, CA

[redacted]

D. Annual Sales for the Three Previous Fiscal Years.

WTI's overall annual sales for the last three years are detailed in **Table 2-2.**

Table 2-2. Overall Sales for the Last Three Years.

Fiscal Year	
2019	[redacted]
2018	

2017	[redacted]

E. Submit FEIN and Dunn & Bradstreet Report.

FEIN: 34-0930570. See below for Dunn and Bradstreet Report.

F. Describe any Green or Environmental Initiatives or Policies.

Concern for the environment is key to WTI's operating philosophy. We have conducted ongoing evaluations of our business practices to identify practical and reasonable opportunities to further reduce the environmental impact of our activities. Our experienced staff is specially trained in identifying and preventing problems before the start of any project. In addition to our other environmental protection practices, we have actively reduced emissions and controlling waste on our job sites.

With a commitment to stay at the forefront of the JOC, roofing and general-construction industry through a sustainable building, quality and on-time performance, we deliver added value to participating Public Agencies in the form of features and benefits. We have worked hand-in-hand with participating Public Agencies to provide the most environmentally preferred options within their budgets and schedules.

WTI's philosophy on sustainability starts from the top level of our organization and filters down into everything we do. With corporate focus committed to responsible environmental practices, we strive to incorporate environmentally friendly solutions in our business practices as well as products and construction approaches. Collaborative leadership efforts are driven by our President, Thomas Cummings, who promotes sustainability.

Building Green on Green

Our green initiative is evident in the $5 million top-to-bottom renovation of Tremco's 40-year old headquarters, which transformed the building into a showcase of sustainability. Located on the appropriately named Green Road in Beachwood, Ohio, we created a truly high-performance, sustainable facility that integrates our rich array of corporate solutions and highlights the use of construction best practices. Our objectives were to improve energy efficiency and conserve water; reduce operational costs; provide a safer, healthier facility and protect the natural environment by reducing our carbon output, lowering the local heat-island effect and recycling and reusing material to keep it from being hauled to a landfill. As a result, we have achieved our goal to become one of the United States Green Building Council (USGBC) few LEED-Gold certified facilities in Ohio. A summary of construction best practices and sustainable features are summarized below and on the following page with a fact sheet provided below. We evaluate and can implement construction best practices and sustainable features on a delivery order-by-delivery order basis.

<u>Construction Best Practices</u>

WTI and our subcontractors will abide by the following construction best practices on all delivery orders awarded by Region 4 ESC.

- On-site sorting of materials
- Recycling of non-hazardous material
- Chain-of-custody documentation for off-site recycling
- Reusing materials as applicable
- Verifying that materials are certified for LEED credit on LEED projects

<u>Sustainable Features</u>

We currently offer the following roofing related sustainable features in our renovations, and we will offer OMNIA Participating Agencies the ability to implement these sustainability options for delivery order awards under the JOC Services contract.

- Four types of sustainable-roofing systems

  - A vegetated roof featuring local plants. Low-impact lighting and a water-capture system integrated with the roof, as well as a pathway of recycled materials. Signs describe the roof's features and provide information about the plant palette
  - The ENERGY STAR® qualified Rock-It™ roof-surfacing system, composed of white gravel set in a white adhesive.
  - A white, reflective, single-ply system installed beneath a rooftop PV system
  - A thin-film rooftop PV system is used to generate electricity for the building

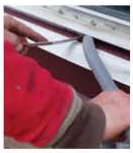
- A Dryvit Outsulation Plus® MD exterior wall system featured Dryvit's TerraNeo™ finish. The system provides an energy-efficient, insulated façade was applied directly to the existing slate, eliminating the time and potential waste of removing the façade
- High-performance, double pane, tinted windows exceeded minimum energy standards. Tremco sealants and gaskets were used, as well as Tremco's Proglaze® ETA (Engineered Transition Assembly) for an airtight transition from window to the wall
- New sidewalks with decorative concrete from Increte Systems were supported by gravel from one of the building's existing roofs
- A 1.8kW-rated wind turbine installed on the property to help generate electricity
- Numerous interior upgrades such as Americans with Disabilities Act (ADA)-compliant restrooms, interior window treatments, elevator modernizations with eco-friendly technology and ADA compliance
- Mechanical/Engineering/Plumbing upgrades such as a new control system for an accurate operating schedule of HVAC and lighting as well as improved zone control; modifications to the central air-handling system to enable variable flow, resulting in significant energy savings; and replacing the cooling tower with a variable speed model that also eliminates the need for water treatment

Additional examples of our commitment to sustainable practices are summarized below.

- Sponsor of Green Roofs and Walls of the World Virtual Summit
- Participation at the USGBC Greenbuild International Conference and Expo
- Donation of sustainable building materials for the University of Maryland's 1st place performance in the Department of Energy's Solar Decathlon 2011
- Crain's Emerald Award Honoree for high-performance building renovation and commitment to sustainability

Figure 2-1. Tremco Renovation Fact Sheet.

Sealing the *Building Envelope*



The following measures were taken to effectively seal the building envelope of Tremco's headquarters building.

AIR BARRIER An air barrier audit by Canam Building Envelope Specialists identified numerous leaks throughout the building envelope which were remedied by the new Dryvit façade and high performance window system. Tremco Commercial Sealants & Waterproofing's ExoAir® 110LT Self-Adhered Air & Vapor Barrier Membrane was installed around the rough window openings and their Proglaze® ETA Engineered Transition Assembly sealed with Spectrem® 1 Silicone Sealant was used to ensure a secure, durable, airtight seal between the window system and the building façade. Benefits of the new, functioning air barrier system include improved indoor air quality, temperature control, energy efficiency and extended building life cycle.

FAÇADE Dryvit's Outsulation Plus MD System was installed directly over the existing slate façade, eliminating the time and expense of removing the slate and disposing of it in a landfill. (Slate from the mechanical room's façade, however, was removed and recycled as a walkway on the vegetated roof.) Outsulation provides exterior continuous insulation, a high-performance moisture drainage system and a durable exterior finish. The finish texture chosen was Dryvit's TerraNeo®, which gives the look of granite to the newly retrofitted structure. Employees who work in the building voted to select the color.

WINDOWS The high-performance window system was constructed on-site, incorporating numerous Tremco Commercial Sealants & Waterproofing products in the glazing system to ensure compatibility, long-term performance and airtight transitions. These included Spectrem® 2 Silicone Sealant for the metal-to-metal connections and structural tensile bead, spacer gaskets of SCR-900, and pressure bar gaskets of our peroxide EPDM with the Proglaze® ETA Engineered Transition Assembly at the window-wall interface. The new window system uses recycled aluminum and features double-pane tinted windows that exceed minimum energy standards.

MAIN ROOF The vegetated roofing system is the crowning glory of the renovation. Recycled slate and raised walkways circumscribe the rooftop blooming with more than 16,000 plants from 46 species. Four distinct horticultural areas are designed specifically for the local climate. The LEED®- friendly vegetated roof helps to reduce the demand on the heating and cooling system, improve air quality and aesthetics and extend the roof's life cycle through superior weathering protection.

MECHANICAL ROOM ROOF Tremco's TPA white thermoplastic single-ply roof system provides a highly reflective white surface to help decrease surface temperature and reduce energy costs. The roof system is approved by ENERGY STAR®, UL, FM Global, California's Energy Standard Title 24 and the Cool Roof Rating Council. All roofs were provided by Tremco Roofing and Building Maintenance.

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PARAPET WALL The height of the parapet wall surrounding the main roof was increased to improve safety on the roof and to coincide with the higher vegetated roof level. Its concrete block was sealed and waterproofed with Tremco Roofing's Wall-Tite, to provide a flexible "breathing" membrane. TremLock™ Series II "R" panels were installed to aid in a continuous waterproofing seal in conjunction with the flashing.

ENTRANCE CANOPIES The building's east canopy roof was replaced with Tremco Roofing's unique Rock-It™ system, featuring a highly reflective white gravel surface embedded in white adhesive that helps lower energy usage and slows the roof aging process. The west canopy roof was made over as a beautiful and self-sustaining vegetated roof.

ENTRANCES A new interior vestibule was constructed at the employee entrance to keep unwanted outside air from infiltrating. Power-assisted doors, an ADA upgrade, were installed at the main entrance.

WALKWAYS New concrete walkways were installed, including durable custom-designed decorative concrete by Increte Systems®, a division of The Euclid Chemical Company.

SOUTH BUILDING On the headquarters campus' "south building," a new outside stairwell features a skylight to provide natural light, slip and corrosion-resistant Fibergrate® stairs, and a lightweight Dryvit façade that matches the building's brick beautifully.

THE INTEGRITY OF THE BUILDING ENVELOPE IS KEY TO A HIGH PERFORMANCE BUILDING BECAUSE IT DIRECTLY IMPACTS A BUILDING'S ENERGY USE THROUGH HEAT GAIN AND LOSS.

7

Interior Improvements

Both energy efficiency and aesthetics were considered in the numerous updates made to the interior.

LIGHTING SYSTEM RETROFIT The installation of infrared occupancy sensors meets mandatory control requirements and keeps lighting energy consumption to a minimum.

LOBBIES Stonhard installed a beautiful and durable new lobby floor. New wall and door finishes were achieved with products from Carboline and Modern Masters.

MECHANICAL ROOM Inside the penthouse mechanical room, Tremco sealants were used to seal off numerous air leaks. The return air system was modified with Tremco sealants to eliminate air loss. The floor was given a facelift with a durable Carboline Sanitile® 555 floor.

The renovation of the mechanical room created significant additional space that allowed a conference room to be added adjacent to the vegetated roof.

RESTROOMS REMODELED Mandatory water use reduction was achieved by installing water-conserving fixtures in all restrooms and the kitchen area. Upgrades also made the first floor restrooms ADA compliant.

ELEVATOR MODERNIZED The elevator's operating system was optimized; ADA upgrades included the installation of audible and visual signals, Braille and lower call buttons.

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The building's heating and cooling requirements changed dramatically after the proper sealing of the building envelope. Old equipment was replaced with energy-efficient components suited to the new demands of the renovated building.

HVAC System Upgrades

HVAC HEATING SYSTEM Two variable speed heating pumps were installed for more efficient operation. The piping system of the existing boilers was modified to achieve variable hot water flow. The entire perimeter radiation system was removed as a result of the increased performance of the building envelope.

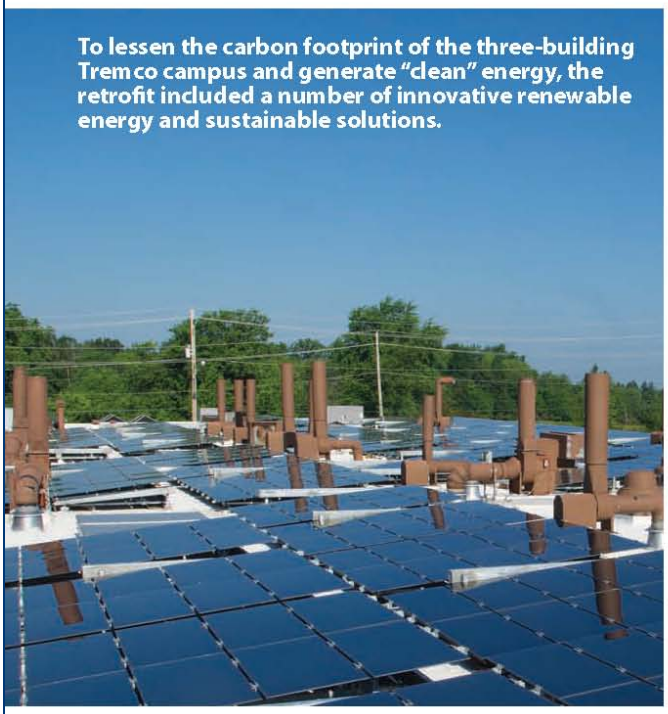
HVAC COOLING SYSTEM The cooling system received an overhaul with the installation of a new, variable speed, dual cell cooling tower; two new variable speed chillers; and new, variable flow pumping systems. This equipment allows for greater energy efficiency by modulating flow and capacity and is precisely matched to the building's new cooling requirements.

HVAC AIR DISTRIBUTION Distribution system components were converted to variable flow for more efficient operation. An energy recovery ventilator, communication network and occupancy sensors were also installed to meet mandatory energy requirements and improve operational efficiency.

HVAC CONTROL SYSTEM A facility-wide Building Automation System that incorporates "open protocol" communications controls and monitors all HVAC, lighting and renewable energy systems was installed. "Revenue Grade" submetering is utilized to monitor the energy contributions of the renewable energy resources.

Renewable Energy and Sustainable Solutions

To lessen the carbon footprint of the three-building Tremco campus and generate "clean" energy, the retrofit included a number of innovative renewable energy and sustainable solutions.



PHOTOVOLTAIC Two solar arrays were installed, one on the roof of the south building and the other atop the new carport, and are expected to generate a combined 100,000 kWh annually. The carport includes four solar-powered electric vehicle charging stations, with room for additional stations, and funnels power to the headquarters building when the charging stations are not in use.

WIND TURBINE Up to 6,000 kWh per year is expected from the wind turbine installed on the campus. The turbine has an instantaneous power rating of 1.8 kW at winds of 25 mph.

VEGETATED ROOF The four unique environments planted on Tremco's vegetated roof help to cool air through evapotranspiration, lessen the heat island effect, and improve air quality by lowering greenhouse gases and airborne particulates, all important environmental considerations. Included in the plantings are the award-winning BioTray™ Vegetated Roof Delivery System and herbs grown for use in Tremco's cafeteria. The roof also provides a habitat for a wide range of insect and bird life.

RAIN WATER HARVESTING A 3,000 gallon reservoir placed under the parking lot is the collection point for Tremco's onsite rain water harvesting system. Collected water is pumped to a two-part filtration system and stored in one of six storage cisterns which collectively hold 12,000 gallons of water. The water is used to irrigate the building's ground level landscaping and, when necessary, the vegetated roof, eliminating the use of city water for irrigation and reducing the volume of water flowing into the storm drainage system.

DAYLIGHTING The deep-well skylight on the south building's new staircase diffuses natural light, reducing dependence on electric lights.

Recycling

In a project of this magnitude, generating more than two million pounds of construction debris, it is amazing that every bit was recycled, reused or burned for energy. This included: slate, wood, asphalt, concrete, non-ferrous metal, glass and other window materials, as well as built-up roofing system components such as insulation and gravel. Asphalt from the built-up roof was combined with asphalt from a road project and used for parking lot repairs. Sinks, blinds and other reusable items were donated to Habitat for Humanity.

G. Describe any Diversity Programs or Partners Supplier Does Business with and How Participating Agencies May Use Diverse Partners Through the Master Agreement. Indicate How, if at All, Pricing Changes When Using the Diversity Program.

In *Tab 5 Additional Required Documents (Appendix C)* we discuss our commitment to Diversity Programs and how they will be utilized for the delivery orders awarded.

H. Describe any Historically Underutilized Business Certifications Supplier Holds and the Certifying Agency. This May Include Business Enterprises such as Minority and Women Owned, Small or Disadvantaged, Disabled Veterans, etc.

N/A

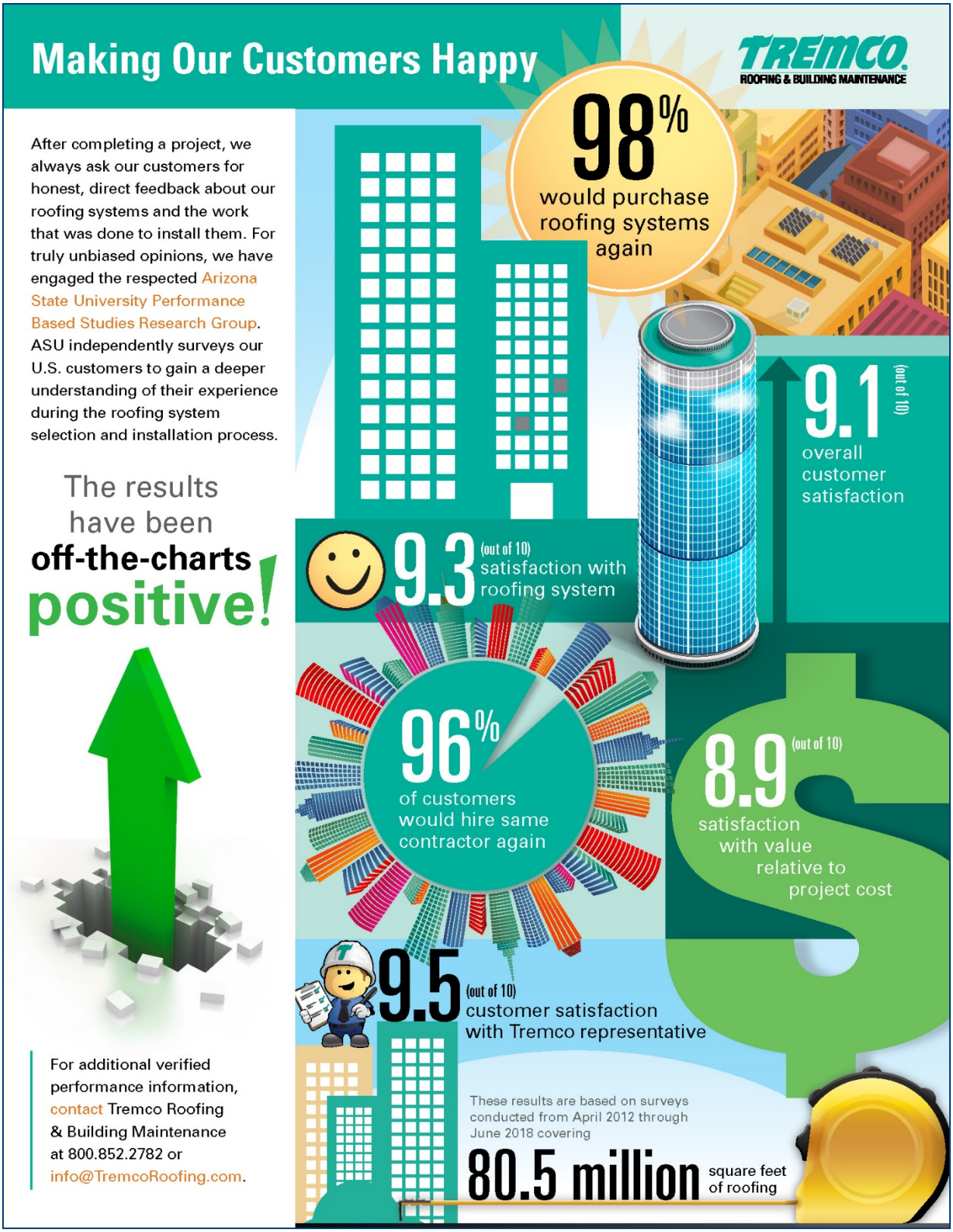
I. Describe How Supplier Differentiates Itself from Its Competitors.

[redacted]

[redacted]

[redacted]

Figure 2-2. WTI and Tremco Customer Satisfaction Results



J. Describe any Present or Past Litigation, Bankruptcy or Reorganization Involving Supplier.

[redacted]

K. Felony Conviction Notice.

[redacted]

L. Describe any Debarment or Suspension Actions Taken Against Supplier.

[redacted]

3.2 DISTRIBUTION, LOGISTICS

A. Describe the Full Line of Products and Services Offered by Supplier.

Range of Products and Services Offered

WTI provides an extensive range of Tremco roofing and waterproofing products and systems for nearly every roofing and building envelope solutions in the marketplace today as well as the services associated with implementing roofing and building envelope and JOC solutions.

- Water Resistant Roofing
- Roofing and Roof Restoration Systems
- Insulation
- Roof Tiles and Shingles*
- Masonry*
- Metal Work*
- Standing Seam Metal Roof System*
- Air Barrier Solutions
- Safety Solutions
- Roof Repair and Maintenance Services
- Asset Management
- General Contracting
- Patch and Repair
- Roof Inspections/Diagnostics/Analysis
- Warranties
- Roof Maintenance (QA Premium) customized to meet specific system needs

*WTI offers these services with products provided by other manufacturers.

Architecture and Engineering (A/E) Partners

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

B. Describe How Supplier Proposes to Distribute the Products/Service Nationwide. Include any States Where Products and Services will not be Offered Under the Master Agreement, Including U.S. Territories and Outlying Areas.

As a wholly-owned subsidiary of Tremco, WTI provides national services to all states. WTI has staff or subcontractor Partners located in all states and will provide products and services to all U.S. territories and outlying areas under the Master Agreement.

C. Describe How Participating Agencies Ensure They Will Receive the Master Agreement Pricing; Include all Distribution Channels such as Direct Ordering, Retail or In-Store Locations, Through Distributors, etc.

Describe How Participating Agencies Verify and Audit Pricing to Ensure its Compliance with the Master Agreement.

All estimates/proposals will be based on the most current online RS Means Pricing Construction Cost Index (including any cost index adjustments) utilizing the coefficients submitted with this response. All pricing will be based upon the design and scope complexity of each individual projects. The practices used to develop the pricing will be consistently applied for each project and fully transparent to OMNIA participating public agencies. The pricing, in total, will not exceed the current RS Means pricing with the coefficients submitted by WTI. As part of this process, all proposals will be provided in the output format available by the online version of RS Means which details the items used to perform the required scope of work. All awarded proposals will be sent to OMNIA for its records and review.

D. Identify all other Companies that will be Involved in Processing, Handling or Shipping the Products/Service to the End User.

In addition to WTI's services, parent companies Tremco and RPM will be involved in the processing, handling and/or shipping of products and services to end users.

E. Provide the Number, Size and Location of Supplier's Distribution Facilities, Warehouses and Retail Network as applicable.

Eastern Division Sales Office
Tremco Inc.
8 Main Street
Flemington, New Jersey 08822

Western Division Sales Office
Tremco, Inc.
3060 East 44th Street
Vernon, California 90058

Republic Powdered Metals
3735 Green Road
Beachwood, Ohio 44122 USA

Roofing & Building Maintenance Division
3361 E. 80th Street
Cleveland, Ohio 44127

Tremco, Inc.
3060 E. 44th Street
Vernon, California 90058

Republic Powdered Metals (Manufacturing)
P.O. Box 724
Medina, Ohio 44258

Republic Single Ply Systems (Manufacturing)
11016 Granite St.
Charlotte, North Carolina 28273

Consolidated Coatings Corp. (Manufacturing)
P.O. Box 10
Brunswick, Ohio 44212

Tremco Sealant & Weatherproofing Division (Manufacturing Facility)
1451 Jacobson Avenue
Ashland, Ohio 44805

Mameco Mfg. Div. (Sealants)
4475 E. 175th Street
Cleveland, Ohio 44128

Paramount Mfg. Div. (Sealants)
2600 Paramount Drive
Spearfish, South Dakota 57783

The Euclid Chemical Company (Concrete Add-mixtures)
19218 Redwood Rd.
Cleveland, Ohio 44110

Euclid Chemical
Warehouse/Mfg. Facilities:
18900 Cochran Rd.
Cleveland, Ohio 44110

Euclid Chemical Company
539 Buffalo Shoals Rd.
Statesville, North Carolina 28677

Euclid Chemical Company
3300 7th St. S.E.
Moultrie, Georgia 31768

Euclid Chemical Company
5 Joanna Ct.
East Brunswick, New Jersey 08816

Euclid Chemical Company
1117 Industrial Dr.
Clinton, Mississippi 39056

3.3 MARKETING AND SALES

A. Provide a Detailed Ninety-Day Plan Beginning from Award Date of the Master Agreement Describing the Strategy to Immediately Implement the Master Agreement as Supplier's Primary Go to Market Strategy for Public Agencies to Supplier's Teams Nationwide, to Include, but Not Limited to:

Overview

[redacted]

M. Even Though it is Anticipated Many Public Agencies will be able to Utilize the Master Agreement Without Further Formal Solicitation, there Maybe Circumstances Where Public Agencies Will Issue their Own Solicitations. The Following Options are Available When Responding to a Solicitation for Products Covered Under the Master Agreement.

i. **Respond with Master Agreement Pricing (Contract Sales Reported to OMNIA Partners, Public Sector).**
ii. **If Competitive Conditions Require Pricing Lower Than the Standard Master Agreement Not-To-Exceed Pricing, Supplier May Respond with Lower Pricing Through the Master Agreement. If Supplier is Awarded the Contract, the Sales are Reported as Contract Sales to OMNIA Partners, Public Sector Under the Master Agreement.**
iii. **Respond with Pricing Higher Than Master Agreement Only in the Unlikely Event that the Public Agency Refuses to Utilize Master Agreement (Contract Sales are Not Reported to OMNIA Partners, Public Sector).**
iv. **If Alternative or Multiple Proposals are Permitted, Respond with Pricing Higher than Master Agreement, and Include Master Agreement as the Alternate or Additional Proposal.**

Detail Supplier's Strategies Under these Options When Responding to a Solicitation.
WTI plans to be responsive and responsible in our responses to all other public agency opportunities solicited outside of OMNIA.

ii. The Successful Offeror will be Required to Sign Appendix E, Exhibit B, OMNIA Partners Administration Agreement Prior to Contract Award. Offerors Should have Any Reviews Required to Sign the Document Prior to Submitting a Response. Offeror's Response Should Include any Proposed Exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.
WTI has reviewed Appendix E, Exhibit B, OMNIA Partners Administration Agreement and included exceptions/proposed modifications on Appendix B, Terms and Conditions Acceptance Form, as required.

iii. Include Completed Appendix E, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
Please see the completed Exhibit F and G on the following pages.

iv. Describe How Offeror Responds to Emergency Orders.

WTI understands the importance of providing responsive service. As such, we offer service 24 hours a day, seven days per week, 365 days per year (24/7/365). In the event of an emergency situation, JOC participants can contact **877-587-3626** with their assigned account number. The call will then be dispatched to our key personnel for response. Response time is established with the account to define emergency (two- to four-hour response), standard (24- to 48-hour response), etc. The dispatch for each location includes up to four points-of-contact (POCs), as shown below, to ensure effective response.

1) WTI Technician 1
2) WTI Technician 2
3) WTI Contractor
4) WTI Technical Advisor

Upon dispatch, the appropriate Technical Advisor will be notified of the issue for follow through. The Technical Advisor ensures that the request was completed and verifies WTI's/Tremco's financial responsibility.

Each member will be provided a process and an account number upon completion of a project or purchase of a warranty. The process will include an 800 number for 24/7 response at **no additional cost to the member**. As part of the warranty, WTI will provide 24 hours a day/seven days a week Emergency Leak Response **at no additional cost.** Regardless of whether the leak is related to defective materials, wear and tear or storm-related damage (within the terms of the warranty), the dispatch center logs the call for priority treatment, assuring a fast, efficient response. We will perform all emergency roof system leak repairs required in accordance with our Leak Response Program and warranty terms. The leak will be repaired immediately unless weather or other conditions prevent such work, in which case the repair schedule will be coordinated with the member to be accomplished at the next available time period.

Proposals for standard orders are typically processed in one to three days while proposals for emergency orders are typically provided within 72 hours of notification, depending upon the scope and geographic location of the project. These times may vary depending upon unforeseen conditions and/or remote locations; however, our processes and procedures are designed to accommodate these timeframes.

Our key personnel have experience responding to several emergency project situations. In these instances, working with the customer to respond to such conditions is our first priority. We also rely on long-standing relationships with contractors who also respect this level of service and are available on-site 24/7. Through our Construction Managers and Superintendents, we also have the knowledge and software tools to effectively estimate damage-control costs in a matter of hours. Region 4 customers can expect no less than 24/7 on-call service from WTI on the JOC service agreement. WTI is also available during natural disasters such as fires, floods and winter storms to assist with disaster response, offering members with priority service. For emergency/disaster response, we use an *Emergency Service Agreement/Disaster Response* form to expedite typical purchase order procedures. We follow up our emergency-response services with the required documentation for the client.

After hours customer service needs are handled on a case-by-case basis. We make every effort to meet our customers' needs. Often, we staff our Customer Service Representatives to be able to accommodate not only daily needs but also emergency needs.

Our response times, including emergency leak response, will remain constant across all regions, however, adjustments to these response times will be made regarding remote geographical locations. In these instances, response times will be clearly communicated regarding safety, reasonable timeframes and availability and mobility of personnel and equipment. Our ability to service all regions at the same level is made possible through our diverse personnel resources located across the United States and is supplemented by our extensive contractor database.

v. Describe Offeror's Ability to Meet Service and Warranty Needs, if Applicable.

Weatherproofing Technologies Incorporated (WTI) benefits OMNIA by offering an all-encompassing service and product portfolio complete with manufacturer warranties from a single source. WTI provides one of the most comprehensive warranty packages in the roofing industry. Each of our warranties covers installation, details, flashing, materials, workmanship, inspection and preventative maintenance. Tremco offers several product and service warranty options to participating Public Sector Agencies to match their roofing needs as detailed below. With each of the Tremco warranties, OMNIA participants will receive a 1-800 leak response service. Please note that several of the warranties listed below are available in multi-year terms, based on customer needs and/or requirements.

- Quality Assurance (QA) Warranty
- QA Plus
- QA Premium Warranty
- Vegetative Warranty
- Plain and Simple Warranty
- One-Year Tremco Performance Warranty (TPW)
- Material Warranty

QA WARRANTY

Tremco's QA warranties provide system labor and installation coverage for the term of the warranty. The QA warranty is available in terms of 5, 10, 12, 15, 20, 25 and 30 years and are only provided on Tremco-manufactured roofs. Tremco's QA warranty provides participants with a warranty of the installed roofing system that includes inspections and housekeeping at prescribed intervals (year 2, year 5 and every five years thereafter) throughout the life of the roofing system. In addition, Tremco also offers 5- and 10-year QA restoration warranties for roofs that do not require a full roof replacement as result of existing conditions.

The inspections include a written report on the findings and additional actions required by Tremco or the participant. General rooftop housekeeping consists of the removal of debris (i.e. leaves, branches, paper and similar items) from the roof membrane and drains during routine inspections only. The disposal of debris will be at the Owner's approved on-site location. General rooftop housekeeping does NOT include removal of obsolete heating, ventilation and air- conditioning (HVAC) components, any construction materials left by other trades and other equipment left on the roof.

QA PLUS WARRANTY

Tremco's QA Plus warranties provide system labor and installation coverage for the term of the warranty. The QA Plus warranty is available in terms of 5, 10, 12, 15, 20, 25 and 30 years and are only provided on Tremco-manufactured roofs. Tremco's QA Plus warranty provides participants with a warranty of the installed roofing system that includes inspections at prescribed intervals (year 2, year 5 and every five years thereafter) throughout the life of the roofing system and encompasses both housekeeping AND

preventive maintenance. The inspections include a written report on the findings and additional actions required by Tremco or the participant. General rooftop housekeeping consists of the removal of debris (i.e. leaves, branches, paper and similar items) from the roof membrane and drains during routine inspections only. The disposal of debris will be at the Member's approved on-site location. General rooftop housekeeping does not include removal of obsolete HVAC components, any construction materials left by other trades and other equipment left on the roof.

Additionally, the QA Plus warranty provides for preventative maintenance during routine inspections and consists of the repairs and maintenance for flashing components and details supplied and installed during a roofing project, the roof membrane and drains, gutters and scuppers, as summarized below. Please note that preventive maintenance does NOT include repairs or maintenance of any building component other than the Tremco Roofing System (TRS); remediation, detection or abatement of mold or recoating or other significant repair to, or replacement of, the roof membrane.

Flashing Components and Details Supplied and Installed During Roofing Project

- Patch minor flashing defects and kick holes
- Reinforce open flashing laps
- Seal open metal edge laps and open flanges within reason
- Seal open joints of copings supplied and installed during this roof project
- Seal expansion joint laps supplied and installed during this roof project
- Re-secure and/or seal intermittent fasteners that have backed out
- Top off pitch pans
- Caulk storm collars
- Reseal intermittent voids in termination bar and counterflashing

Roof Membrane

- Repair intermittent splits, tears, open laps and breaks in the membrane not caused by abuse
- Patch any fractured blisters or those in danger of fracture due to traffic

Drains, Gutters and Scuppers

- Tighten drain bolts and clamping rings (if possible)
- Repair strip-in around drains and scuppers

QA PREMIUM WARRANTY

Tremco also offers a QA Premium warranty which is a comprehensive roof-management program to help participating Public Sector Agencies budget capital expenditures and extend the life expectancy of roofs. Through this program, we are able to prevent premature deterioration and keep roof assets working properly. The QA Premium warranty includes regularly scheduled inspections, housekeeping and maintenance to proactively identify problems and implement corrective action to prevent costly repairs and replacements. Housekeeping efforts include removing incidental debris while preventive maintenance includes performing minor repairs to the membrane and flashing to maximize roof life. The QA Premium warranty also includes 24-hour emergency-leak response.

VEGETATIVE WARRANTY

The Vegetative warranty begins once the entire vegetated roof system is completely installed. It covers leaks for a period of 20 years and includes a two-year warranty for the plant material. This includes the roofing membrane, insulation, flashing, sheet metal-related details and termination details, root intrusion

protection layer, drainage composite layer, geotextile fabric layers and engineered growing media and plants. In addition, we provide maintenance-related services during the warranty period including leak response, plant material guarantee, inspections, housekeeping and preventative maintenance.

PLAIN & SIMPLE WARRANTY

Tremco's Plain & Simple warranty is available for AlphaGuard® roofing systems and includes system labor and installation coverage for the term of the warranty. The Plain & Simple warranty is available in terms of 20, 25, 30 and 40 years and are only provided on Tremco-manufactured roofs. Tremco's Plain & Simple warranty provides participants with a warranty of the installed roofing system that includes inspections and housekeeping at prescribed intervals (one inspection per five-year period) throughout the warranty of the roofing system.

The inspections include a written report on the findings and additional actions required by Tremco or the participant. General rooftop housekeeping consists of the removal of debris (i.e. leaves, branches, paper and similar items) from the roof membrane and drains during routine inspections only. The disposal of debris will be at the Owner's approved on-site location. General rooftop housekeeping does NOT include removal of obsolete HVAC components, any construction materials left by other trades and other equipment left on the roof.

ONE-YEAR TREMCO PERFORMANCE WARRANTY (TPW)

One-year TPWs are available on all roofing systems and provide a "stop-gap" for customers to cover all maintenance inspections and leaks on all roofs, sight unseen, to allow for proper capital planning. The program is designed to provide customers visibility to all their roofing needs for proper planning versus crisis management. The program builds a long- term asset plan to reduce roofing spends by 10% to 30%.

MATERIAL WARRANTY

We will provide a material-only warranty to ensure all materials are free of material defects at the time of shipment through installation.

vi. Describe Offeror's Customer Service/Problem Resolution Process. Include Hours of Operation, Number of Services, etc.

WTI's Customer Service Department consists of three Customer Service Centers located throughout the US as outlined in the below table.

Customer service centers and hours of operations.

Location	Phone/Fax Numbers	Hours of Operation
WTI Corporate Office 3735 Green Road Beachwood, OH 44122	Ph: (216) 292-5000 (800) 852-6013 Fx: (216) 292-5038	8:30 am – 5:00 pm (EDT)
Western Division Office 3060 East 44th Street Vernon, CA 90058	Ph: (213) 587-3014 Fx: (213) 585-6592	8:30 am – 5:00 pm (PDT)
Eastern Division Office 8 Main Street Flemington, NJ 08822	Ph: (800) 628-751 (908) 782-1927 Fx: (908) 782-1898	8:30 am – 5:00 pm (EDT)

Because of the number and location of these service centers, WTI can handle the customer's needs anywhere in the nation. If additional hours of operation are desired, WTI's Corporate Customer Service Manager, will consider accommodating the customer's needs by altering the staffing within the department to provide a superior level of customer service.

After hours customer service needs are handled on a case-by-case basis. We make every effort to meet our customers' needs. Often, we staff our Customer Service Representatives to be able to accommodate not only daily needs but also emergency needs. In the event of an emergency situation, TCPN members can contact the **800-5-TREMCO** phone number with their assigned account number. The call will then be dispatched for response.

As previously mentioned, customer satisfaction is a focus and differentiator for WTI and Tremco. Our talented and focused customer service staff are an important part creating positive customer experiences and satisfaction. Through their caring, ability to problem-solve and bias for action, our representatives have the capability to create a satisfied customer with every call. And, they do it every day!

vii. Describe Offeror's Invoicing Process. Include Payment Terms and Acceptable Methods of Payments.

[redacted]

viii. Describe Offeror's Contract Implementation/Customer Transition Plan.

[redacted]

[redacted]

[redacted]

[redacted]

ix. Provide a Website Link in Order to Review Website Ease of Use, Availability, and Capabilities Related to Ordering, Returns and Reporting. Describe the Website's Capabilities and Functionality.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

x. Describe the Offeror's Safety Record.

[redacted]

[redacted]

[redacted]

[redacted]

xi. Indicate Whether the Offeror is or has Ever Been Debarred.

[redacted]

[redacted]

xii. Provide a Brief History of the Offeror, Including Year it was Established and Corporate Office Location.

Tremco Incorporated has been in business since 1928. It owns and operates 11 manufacturing plants and has over 2,000 employees worldwide with annual sales over $1 billion. Tremco was an independent corporation, until it was purchased by the B. F. Goodrich Company on January 11, 1980 and then by RPM International, Inc. on February 5, 1997.

RPM International Inc. owns over two dozen operating companies that are world leaders in specialty coatings serving both industrial and consumer markets. It has among its products such popular brand names as Carboline, DAP, Dryvit, Rust-Oleum and Zinsser. RPM International, Inc. has been in business for 67 years and maintains more than 10,500 employees worldwide, generating more than $4.0 billion in sales annually.

Tremco is ISO 9001:2015 certified as a manufacturer of roofing products. Tremco's wholly owned service subsidiary, Weatherproofing Technologies, Inc. (WTI), has been providing roof asset management and maintenance services since May 14, 1962 when it was originally established as the Tremco Maintenance Service Corporation. Both WTI and Tremco are ISO 9001:2015 certified, WTI being the first roofing service company in the industry to attain this quality certification. ISO certification combined with WTI's role within Tremco provides a foundation for unbiased roofing field assessments.

Tremco/WTI represents one of the largest organizations in the roofing industry with over 200 field advisors, over 450 technical personnel, and more than 1,000 certified subcontractors. Domestically, these resources combine to provide industry leading products and services to customers throughout the United States and its territories. Tremco's product offering supports several types of roofing applications including: built-up, modified bitumen, TPO and TPA single ply, membrane restoration products, metal roof systems, sealants and building restoration products. Tremco/WTI personnel are amongst the most highly trained and experienced in the nation concerning all aspects of roofing materials, products and services.

Tremco is organized through WTI's service channels to effectively manage thousands of projects simultaneously including roofing and facility projects under the direction of more than 50 construction management personnel in regionally located offices.

Tremco/WTI is presently managing more than 2 billion square feet of roofing throughout the US, Canada and Europe, using our OLI system software. Over 800 million SF of our asset management programs include maintenance during their annual or bi-annual inspections. We serve customers across all markets including healthcare, educational and local, state and federal government as well as complex industrial and manufacturing companies.

Tremco/WTI provides a single source responsibility for all your roofing and building envelope projects. You'll have peace of mind knowing that your interests will be managed by a team of experienced professionals. We deliver quality assurance with each product through trained professionals who are qualified to perform roofing services.

xiii. Offeror's Reputation in the Marketplace.

With more than 90 years of building envelope experience, Tremco is North America's foremost supplier of sealant, weatherproofing and passive fire-control solutions for commercial and residential construction and industrial applications. Tremco is uniquely positioned to provide single-source products, services and solutions for the entire building envelope. All Tremco Incorporated facilities are ISO 9001:2015. A sampling of relevant credentials, memberships and affiliations are provided below.

- Elevation Award for Roof Coatings from Durability + Design Magazine for the renovation of the 340,000-SF roof of Ford Field, home of the Detroit Lions, with AlphaGuard BIO
- NWIR – Tremco is a founding member of NRCA's newly established volunteer-based organization that provides educational and advancement opportunities for women in the roofing industry
- Center for Environmental Information in Roofing (CEIR) – WTI and Tremco are founding members of CEIR, an organization established by the NRCA dedicated to environmental and energy issues
- Contributor to 2016 Edison Award Winner – Silver for the Securock® ExoAir® 430 System
- US Army – Schofield Barracks, HI – Unit Commander's Coin – this is the highest unit citation that can be awarded to a civilian company
- US Army – West Point, NY - Unit Commander's Coin – this is the highest unit citation that can be awarded to a civilian company
- Northern Ohio District Council of Bricklayers and Allied Crafts Certificate of Appreciation for Contributions to the Apprenticeship Contest
- Roof Consultants Institute, 18th Annual Convention, Platinum Sponsor
- WTI and Tremco Sealants/Weatherproofing Division Outstanding Exhibition Award
- Business Marketing Association Silver Tower Award in Advertising
- John T. Fosdick Award for Excellence in Advertising: Highest Reader Interest Score
- Construction Specifications Institute (CSI) 20 Years of Service
- The NC99 Award of Greater Cleveland for one of the 99 Best Places in America to Work
- Roof Political Action Committee (RoofPAC) – WTI and Tremco personnel have actively participated in several forums and seminars where we have presented white-paper lectures and additional industry-related information.
- Sponsor of Green Roofs and Walls of the World Virtual Summit
- Participation at the USGBC Greenbuild International Conference and Expo
- Receipt of Crain's Emerald Award Honoree for high-performance building renovation and commitment to sustainability
- Registered Provider with The American Institute of Architects Continuing Education Systems to deliver AIA training courses

xiv. Reputation of Products and Services in the Marketplace.

Our products and services have a strong reputation in the marketplace. In fact, they have been used by clients nationwide for nearly 100 years. Below are the results from a recent survey, highlighting that 98 percent of clients would purchase from us again.

Making Our Customers Happy

TREMCO
ROOFING & BUILDING MAINTENANCE

After completing a project, we always ask our customers for honest, direct feedback about our roofing systems and the work that was done to install them. For truly unbiased opinions, we have engaged the respected Arizona State University Performance Based Studies Research Group. ASU independently surveys our U.S. customers to gain a deeper understanding of their experience during the roofing system selection and installation process.

The results have been **off-the-charts positive!**

For additional verified performance information, contact Tremco Roofing & Building Maintenance at 800.852.2782 or info@TremcoRoofing.com.

98% would purchase roofing systems again

9.1 (out of 10) overall customer satisfaction

9.3 (out of 10) satisfaction with roofing system

96% of customers would hire same contractor again

8.9 (out of 10) satisfaction with value relative to project cost

9.5 (out of 10) customer satisfaction with Tremco representative

These results are based on surveys conducted from April 2012 through June 2018 covering

80.5 million square feet of roofing

xv. Indicate Any Proposed Subcontractors, Their Description of Work, and an Estimate of the Contract Amount that Would Go to each Proposed Subcontractor (Estimate Should be Expressed in a Percentage).

[redacted]

xvi. Provide 5 Successfully Completed Contracts Performed Within the Last 5 Years Performing JOC Services

References have been included separately in *Tab 2b.,* as required.

xvii. Provide Any Additional Information Relevant to this Section.

[redacted]

[redacted]

[redacted]

Key Benefits of The National Cooperative Contractor Network

[redacted]

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

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

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

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

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

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

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

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

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

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

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

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

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

APPENDIX II TO 2 CFR PART 200

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

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(**C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order**

11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—

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

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Weatherproofing Technologies, Inc.

Address, City, State, and Zip Code: 3735 Green Road, Beachwood, OH 44122

Phone Number: 216-292-5000 Fax Number: 216-292-5134

Printed Name and Title of Authorized Representative: Brian J. Stack, Assistant Secretary _____

Email Address: bstack@tremcoinc.com

Signature of Authorized Representative: _____ Date: 1/21/2020

NEW JERSEY BUSINESS COMPLIANCE

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

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

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

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

DOC #1

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Weatherproofing Technologies, Inc.

Street: 3735 Green Road

City, State, Zip Code: Beachwood, OH 44122

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in_____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Brian J. Stack *, an authorized representative of* Weatherproofing Technologies, Inc. *, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.*

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date ***Authorized Signature and Title***

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Weatherproofing Technologies, Inc.

Street: 3735 Green Road

City, State, Zip Code: Beachwood, OH 44122

State of Ohio

County of Cuyahoga

I, Brian J. Stack *of the* City of Beachwood
Name *City*

in the County of Cuyahoga, *State of* Ohio
of full age, being duly sworn according to law on my oath depose and say that:

I am the Assistant Secretary *of the firm of* Weatherproofing Technologies, Inc.
Title *Company Name*

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Weatherproofing Technologies, Inc.
Company Name

_____
Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

_____
Notary Public of _____
My commission expires _____, 20____

SEAL

DOC #3

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

Company Name: Weatherproofing Technologies, Inc.

Street: 3735 Green Road

City, State, Zip Code: Beachwood, OH 44122

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ _____
Date ***Authorized Signature and Title***

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

Vendor Name:	Weatherproofing Technologies, Inc.		
Address:	3735 Green Road		
City:	Beachwood	State: OH	Zip: 44122

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	Brian J. Stack	Assistant Secretary	
Signature	Printed Name	Title	

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

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

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

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

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

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__. (Notary Public) My Commission expires:	_____ (Affiant) _____ (Print name & title of affiant) (Corporate Seal)

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

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

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

Offerors should submit the above form completed with their proposal.

DOC #7

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

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

http://www.state.nj.us/treasury/revenue/forms/njreg.pdf

b. References

WTI brings highly relevant experience involving products and services similar to the JOC Services contract. We understand the intricacies of managing multiple, simultaneous delivery orders/projects as we have performed 150 to 200 delivery orders/projects concurrently. In the past five years alone, we have managed anywhere from 500 to 600 subcontractors in the performance of simultaneous delivery orders/projects under several IDIQ-type contracts. Our references demonstrate WTI's unparalleled experience in providing products and minor construction, renovation, repair, replacement, maintenance, restoration, alteration and upgrade scopes of work for various general-contracting projects.

The references listed in **Table 2-4** further illustrate our proven experience performing work for various facilities including projects delivered through the JOC delivery method for public agencies (encompassing K12, higher education and city/county entities). These references also involve working with multiple subcontractors on simultaneous delivery orders. WTI has proven experience managing contracts with multiple customers where marketing is necessary to obtain work. Our experience on other contracts is directly relevant to the JOC Services contract in the form of established policies and procedures and understanding of the needs of school districts and local city/county entities.

Table 2-4. WTI's references for performing JOC services.

No.	Project, Location	Contracted with public agencies	Involves products and services of a similar scope	Includes performance within the past five years	Performed with multiple, simultaneous on-going projects	Page No.
1	Charleston County School District, North Charleston, SC	■	■	■	■	2-72
2	Clarendon School District One, Summerton, SC	■	■	■	■	2-73
3	Dallas County Community College District, Dallas, TX	■	■	■	■	2-74
4	Tarrant County College District, Fort Worth, TX	■	■	■	■	2-75
5	City of Fort Lauderdale, Fort Lauderdale, FL	■	■	■	■	2-76

Charleston County School District, North Charleston, SC

ENTITY WHO PERFORMED THE CONTRACT WTI

ENTITY NAME Charleston County School District

REFERENCE CONTACT NAME AND [redacted]

PERFORMANCE CITY AND STATE North Charleston, SC

DESCRIPTION OF SERVICES Multiple roof replacement and restoration projects, a mechanical upgrade project and a building envelope weatherization project have been performed for Charleston County School District. Additionally, a 20-year QA Plus Warranty, Annual Tremco Managed Assets program with multiple renewals including leak response/repair and TremCare service agreements have been provided.

START AND END DATE 2007 – Present

AGGREGATE CONTRACT PRICE [redacted]

KEY EMPLOYEES

SAFETY ISSUES N/A

CHANGE ORDERS N/A

Relevancy to JOC Services contract:

- Performed for a public agency (K12 entity)
- Involves products and/or services of a similar scope
- Includes performance within the past five years
- Includes a project that was executed using the National IPA Contract

Clarendon School District One, Summerton, SC

ENTITY NAME Clarendon School District One

CONTACT NAME AND TITLE [redacted]

EMAIL

CITY AND STATE Summerton, SC

PHONE NUMBER [redacted]

YEARS SERVICED 2011 – Present

DESCRIPTION OF SERVICES Roof restoration project with 10-year QA Plus Warranty, TremCare Service Agreement, air barrier audit and roof analysis core evaluation.

ANNUAL VOLUME [redacted]

KEY EMPLOYEES [redacted]

SAFETY ISSUES N/A

CHANGE ORDERS N/A

Relevancy to the Roofing Products, Services and JOC Services contract:

- Involves products and/or services of a similar scope
- Includes performance within the past three years
- Is a project that was executed via the TCPN JOC
- K12 entity

Dallas County Community College District, Dallas, TX

ENTITY WHO PERFORMED THE CONTRACT WTI

ENTITY NAME Dallas County Community College District

REFERENCE CONTACT NAME AND T

PHONE NUMBER

EMAIL

[redacted]

PERFORMANCE CITY AND STATE Dallas, TX

DESCRIPTION OF SERVICES Roof drain and skylight repair project, campus-wide façade surveys projects and Tremco Performance Warranty with leak response.

START AND END DATE 2007 – Present

AGGREGATE CONTRACT PRICE

KEY EMPLOYEES

SAFETY ISSUES

CHANGE ORDERS

[redacted]

Relevancy to JOC Services contract:

- Involves products and/or services of a similar scope
- Includes performance within the past three years
- Are projects that were executed via TCPN JOC and National IPA Contract
- Higher education entity

Tarrant County College District, Fort Worth, TX

ENTITY WHO PERFORMED THE CONTRACT WTI

ENTITY NAME Tarrant County College District

REFERENCE CONTACT NAME AND T

PHONE NUMBER

EMAIL

[redacted]

PERFORMANCE CITY AND STATE Fort Worth, TX

DESCRIPTION OF SERVICES Roof repairs and restorations, leak response, sidewalk repairs, façade repairs, asphalt paving repair.

START AND END DATE 2013 – Present

AGGREGATE CONTRACT PRICE

KEY EMPLOYEES

[redacted]

SAFETY ISSUES None

CHANGE ORDERS None

Relevancy to JOC Services contract:

- Involves products and/or services of a similar scope
- Includes performance within the past three years
- Are projects that were executed via TCPN JOC and National IPA contract, including some utilizing the Contractor Network program.

City of Fort Lauderdale, Fort Lauderdale, FL

ENTITY WHO PERFORMED THE CONTRACT WTI

ENTITY NAME City of Fort Lauderdale

REFERENCE CONTACT NAME AND PHONE NUMBER

EMAIL

[redacted]

PERFORMANCE CITY AND STATE Fort Lauderdale, FL

DESCRIPTION OF SERVICES Performance of air barrier audit and air barrier continuity repair projects through the JOC delivery method and National IPA Contract.

START AND END DATE 2013, 2018

AGGREGATE CONTRACT PRICE

KEY EMPLOYEES

[redacted]

SAFETY ISSUES N/A

CHANGE ORDERS N/A

Relevancy to JOC Services contract:

- Involves products and/or services of a similar scope
- Includes performance within the past three years
- Are projects that were executed via TCPN JOC and National IPA Contract
- City/county entity

TAB 4 – OFFEROR'S FINANCIAL CAPABILITY IS APPROPRIATE TO THE SIZE AND SCOPE OF THIS PROJECT

i. Statement of the Company's Bonding Capacity from a State Licensed Surety Company or Companies Holding a Certificate of Authority to Transact Business in the State Where the Work Will be Performed.

See below.

ii. Past Litigation, Bankruptcy, Reorganization, State Investigations of Entity of Current Officers and Directors.

[redacted]

iii. Projects in the Last Five Years that have Gone to Claim, Litigation, the Owner's Decision Mediation or Arbitration with the Owner.

See above.

LIST OUTCOME OF THE OWNER'S DECISIONS, LITIGATION OR ARBITRATION

N/A

LIST ANY CONSTRUCTION PROJECTS OFFEROR FAILED TO COMPLETE BECAUSE OF FINANCIAL REASONS, LABOR DISPUTES, FAILURE OF YOUR EMPLOYEES TO PERFORM, OR ANY OTHER REASON

N/A

iv. Company's Dun and Bradstreet (D&B) Number.

01-785-2906

v. Provide a Statement to the Company's Insurability From a Company or Companies Lawfully Authorized to Transact Insurance Business in the State Where the Work will be Performed and Rated at Least B++6 in the Company's Current A.M. Best Company Rating.

[redacted]

vi. Any Additional Information Related to Products and Services Offeror Proposes to Enhance and Add Value to the Contract.

[redacted]

Liberty Mutual Surety

8044 Montgomery Rd, Ste 150E
Cincinnati, OH 45236

January 16, 2020

Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77092

RE: Weatherproofing Technologies, Inc. – Surety Qualification
Solicitation Number 20-01 Request for Competitive Sealed Proposal ("RFCSP")
Region 4 Education Service Center ("ESC")

To Whom It May Concern:

Weatherproofing Technologies, Inc., ("Weatherproofing") is a highly regarded and valued client of Liberty Mutual Insurance Company (A.M. Best Rated A, XV). Weatherproofing has in place lines of credit with Liberty Mutual Insurance Company allowing for bonding for single capacity of $75,000,000.00 within an aggregate program of $200,000,000.

Our agreement to provide work programs or execute bonds is subject to mutually acceptable contract terms, conditions, financing and underwriting considerations both to Weatherproofing and Liberty at the time of request for suretyship.

This letter is issued only as a bonding reference as requested by our client and is not an assumption of liability or a bond. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Liberty Mutual Insurance Company

By: Cathy L. Woodruff
Cathy L. Woodruff, Attorney-In-Fact

Liberty Mutual. SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201331

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cathy L. Woodruff all of the city of Cleveland, state of Ohio each individually if there be more than one named, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the above-referenced surety bond.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of May, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 30th day of May, 2019, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of January, 2020.

By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00am and 4:30pm EST on any business day.

Appendix C, Doc #1

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

OPEN RECORDS POLICY

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

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

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

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

- ☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

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

_____ _____

Date *Authorized Signature & Title*

a. Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1) - Continued

As required, WTI/Tremco has declared the information outlined in **Table 5-1** to be proprietary and exempt from disclosure under the Public Information Act. All proprietary information is also shaded line-by-line in gray throughout our proposal response.

Table 5-1. Summary of proprietary Information.

No.	Proprietary Information	Location	Detailed Reason to Substantiate Exception
1	Exceptions to Terms and Conditions	Tab 1, Page 1-27 to 1-28	Confidential business information
2	Annual sales information for the past three years	Tab 2, Page 2-2	Confidential business information
3	Differentiation of company from competitors	Tab 2, Page 2-22 to 2-25	Confidential marketing strategy information
4	Information regarding litigation, bankruptcy or reorganization	Tab 2, Page 2-27	Confidential legal information
5	Architecture and Engineering Partners	Tab 2, Page 2-27 to 2-28	Confidential business information
6	Marketing and Sales information	Tab 2, All of Section 3.3	Confidential marketing strategy information
7	Invoicing process	Tab 2, Page 2-60	Confidential business information
8	Customer transition plan	Tab 2, Page 2-60 and 2-61	Confidential business information
9	Safety record	Tab 2, Page 2-62	Confidential business information
10	Debarment information	Tab 2, Page 2-62	Confidential legal information
11	Contractor network information and references	Tab 2, Page 2-66 to Page 2-76	Confidential business information
12	Proposed personnel	Tab 3	Confidential WTI employee information

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

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

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company	Weatherproofing Technologies, Inc.	**Contact**	
	3735 Green Road		**Signature** Eric J. Kehoe
	Beachwood, OH 44122		**Printed Name** Proposal Specialist
Address			**Position with Company**
		Official Authorizing Proposal	
			Signature Brian J. Stack
			Printed Name Assistant Secretary
Phone	800-562-2728		**Position with Company**
Fax	866-309-8566		

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

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

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

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

Electronic Filing Application:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

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

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

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

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

I, Brian J. Stack, as an authorized representative of

Weatherproofing Technologies, Inc., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

1/21/2020
Date

SPECIAL CONDITIONS

The below clauses are applicable to the Offer; by Submitting a Sealed Proposal the Offeror is accepting these Special Conditions:

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.
i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement.
ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

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

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

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

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

Federal Requirements

WOs issued under this contract may be in response to an emergency or disaster recovery situation and eligible for federal funding; WOs issued in response to an emergency or disaster recovery situation are subject to and must comply with all federal requirements applicable to the funding. The remaining Special Conditions below are activated and required when federal funding may be utilized.

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

1. Termination for Convenience:

   The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

   Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in

their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for

purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program**.

b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination

issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

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

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

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

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

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

   a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

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

   b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

   c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.

   §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

      a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended,

42 U.S.C.
§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

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

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the*

Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement,* Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

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

b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

_____

Signature of Contractor's Authorized Official

Brian J. Stack, Assistant Secretary

Name and Title of Contractor's Authorized Official

1/21/2020

Date"

10. Procurement of Recovered Materials.

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

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract

performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program."

11. Additional FEMA Requirements.

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

b. Changes.

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

c. Access to Records.

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

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

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

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

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

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

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

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

14. No Obligation by Federal Government.

a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

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

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

a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. The following provides a contract clause regarding Fraud and False or

Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

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

Offeror's Name: Weatherproofing Technologies, Inc.

Address, City, State, and Zip Code: 3735 Green Road, Beachwood, OH 44122

Phone Number: 800-562-2728 Fax Number: 866-309-8566

Printed Name and Title of Authorized Representative: Brian J. Stack, Assistant Secretary

Email Address: bstack@tremcoinc.com

Signature of Authorized Representative: _____ Date: 1/21/20

QUESTIONNAIRE

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

1. Coverage

Has a list of states, where services are being offered, been attached to the end of this Questionnaire? *For each state where services are offered, provide where services are being offered and applicable licenses; attach documents to the end of this Questionnaire.*

[X] Yes [ ] No

Does your company cover all areas within the state of Texas? *If not, provide a list of all counties where services are being offered and attach to the end of this Questionnaire.*

[X] Yes [ ] No

2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? [X] Yes [ ] No
  (If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

3. Diverse Vendor Certification Participation

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantages business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

a. **Minority Women Business Enterprise**
Respondent certifies that this firm is an M/WBE [ ] Yes [X] No

List certifying agency: _____

b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**
Respondent certifies that this firm is a SBE or DBE [ ] Yes [X] No

List certifying agency: _____

c. **Historically Underutilized Businesses (HUB)**
Respondent certifies that this firm is a HUB [ ] Yes [X] No

List certifying agency: _____

d. **Historically Underutilized Business Zone Enterprise (HUBZone)**
Respondent certifies that this firm is a HUBZone [ ] Yes [X] No

List certifying agency: _____

e. **Other**

Respondent certifies that this firm is a recognized diversity certificate holder ☐ Yes ☒ No

List certifying agency: _____

4. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the scope of work outlined in this solicitation?

☒ Yes ☐ No

1. COVERAGE

WTI is proposing in 50 states nationwide as well as all outlying areas. We have included a summary of our contractor licenses for requested states in **Table 5-2** and on the following page with copies of the licenses provided on subsequent pages.

Table 5-2. Summary of contractor licenses for requested states.

State	Existing License
Alabama	Yes
Alaska	Yes
Arizona	Yes
Arkansas	Yes
California	Yes
Colorado	State license not required
Connecticut	Yes
Delaware	State license not required
Florida	Yes
Georgia	Yes
Hawaii	Yes
Idaho	Yes
Illinois	Yes
Indiana	State license not required
Iowa	Yes
Kansas	State license not required
Kentucky	State license not required
Louisiana	Yes
Maine	State license not required
Maryland	State license not required
Massachusetts	State license not required
Michigan	State license not required
Minnesota	State license not required
Mississippi	Pending
Missouri	State license not required
Montana	Yes
Nebraska	State license not required
Nevada	Yes
New Hampshire	State license not required
New Jersey	Yes
New Mexico	Yes
New York	State license not required
North Carolina	Yes
North Dakota	Yes
Ohio	State license not required
Oklahoma	State license not required
Oregon	Yes
Pennsylvania	State license not required
Rhode Island	Yes
South Carolina	Yes
South Dakota	State license not required
Tennessee	Yes
Texas	State license not required

State	Existing License
Utah	Yes
Vermont	State license not required
Virginia	Yes
Washington	Yes
West Virginia	Yes
Wisconsin	State license not required
Wyoming	State license not required

2. DIVERSITY PROGRAM

[redacted]

[redacted]

STATE OF ALABAMA

BID LIMIT: **U**

AMOUNT: **UNLIMITED**

LICENSE NO.: **52636**

TYPE: **RENEWAL**

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

WEATHERPROOFING TECHNOLOGIES INC

BEACHWOOD, OH 44122

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC-S: ROOFING AND SHEET METAL, BC-S: SIDING INSTALLATION, REP: RECIPROCITY STATE OF LOUISIANA

until **July 31, 2020** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

31st day of **July, 2019**

158090

SECRETARY-TREASURER

CHAIRMAN

License #: CONE38018
Effective: 01/31/2019
Expires: 12/31/2020

STATE OF ALASKA

Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing

Regulation of Construction Contractors and Home Inspectors

Licensee: **WEATHERPROOFING TECHNOLOGIES, INC.**

License Type: **General Contractor Without Residential Contractor Endorsement**

Status: **Active**

Doing Business As: **WEATHERPROOFING TECHNOLOGIES, INC.**

Commissioner: Julie Anderson

Relationships

RelationType	License #	LicenseType	Owners/Entities	Names/DBA
No relationships found.				

Designations

Type	Group
No designations found.	

WEATHERPROOFING TECHNOLOGIES, IN
3735 GREEN RD
BEACHWOOD, OH 44122-5705

Wallet Card

State of Alaska
Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
Regulation of Construction Contractors and Home Inspectors
WEATHERPROOFING TECHNOLOGIES, INC.
DBA: WEATHERPROOFING TECHNOLOGIES, INC.
As
General Contractor Without Residential Contractor Endorsement

License	Effective	Expires
CONE38018	01/31/2019	12/31/2020

STATE OF ARIZONA

Office of the Registrar of Contractors

License No. **ROC** KB-1.170243-D

This is to certify that:

Weatherproofing Technologies Inc

DBA (if any)

Tremco Service Corporation

Having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law, is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of

KB-1 Dual Building Contractor

Contractor in the State of Arizona. Given my hand and the seal of the Registrar of Contractors in my office, City of Phoenix, on 2001-12-21

Arizona Registrar of Contractors • 1931 •

DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

License No. 0090361020

ID #11215

State of Arkansas

Commercial Contractors Licensing Board

WEATHERPROOFING TECHNOLOGIES, INC.
3735 GREEN RD
BEACHWOOD, OH 44122

This is to Certify That WEATHERPROOFING TECHNOLOGIES, INC.

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

SPECIALTY
Roofing, Roof Decks, Roofing Sheet Metal

This contractor has an unlimited suggested bid limit.

from September 27, 2019 **until** October 31, 2020 **when this Certificate expires.**

Witness our hands of the Board, dated at North Little Rock, Arkansas:

CHAIRMAN

SECRETARY

September 27, 2019 - srg

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **274072** Entity CORP

Business Name WEATHERPROOFING TECHNOLOGIES INC

Classification(s) C39 B

Expiration Date 10/31/2021 www.cslb.ca.gov

STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION

This is your registration certificate for your records. Such registration shall be shown to any properly interested person on request. Do not attempt to make any changes or alter this certificate in any way. This registration is not transferable. Questions regarding this registration can be emailed to the Occupational & Professional Licensing Division at dcp.occupationalprofessional@ct.gov.

In an effort to be more efficient and Go Green, the department asks that you keep your email information with our office current to receive correspondence. You can update your email address or print a duplicate certificate by logging into your account with your User Id and Password at www.elicense.ct.gov.

Mailing address:

WEATHERPROOFING TECHNOLOGIES INC
3735 GREEN RD
DBA TREMCO SERVICE CORPORATION
BEACHWOOD, OH 44122-5705

Email on file to be used for receiving all notices from this office:

rmosholder@tremcoinc.com

STATE OF CONNECTICUT ✦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

WEATHERPROOFING TECHNOLOGIES INC

3735 GREEN RD
DBA TREMCO SERVICE CORPORATION
BEACHWOOD, OH 44122-5705

has satisfied the qualifications required by law and is hereby registered as a

MAJOR CONTRACTOR

Registration #: MCO.0901006

Effective Date: 07/01/2019

Expiration Date: 06/30/2020

verify online at www.elicense.ct.gov

Michelle Seagull, Commissioner

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WHITAKER, CRAIG OWEN

WEATHERPROOFING TECHNOLOGIES, INC.
3735 GREEN RD
BEACHWOOD OH 44122

LICENSE NUMBER: CGC1522684

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRIAN P. KEMP

Licensee Details

Licensee Information

Name: Weatherproofing Technologies Inc **Owner:** Craig Owen Whitaker

Address: 3735 Green Road

Beachwood OH 44122

Primary Source License Information

Lic #:	GCCO002413	**Profession:**	Residential/General Contractor	**Type:**	General Contractor Company
Secondary:		**Method:**	Application	**Status:**	Active
Issued:	7/13/2009	**Expires:**	6/30/2020	**Last Renewal Date:**	4/16/2018

Associated Licenses

Relationship: Supervisor

Licensee:	Whitaker, Craig Owen	**License Type:**	General Contractor Qualifying Agent	
License #:	GCQA002427	**License Status:**	Active	
Established:	7/13/2009	**Association Date:**	3/30/2009	**Expiry:**
Type:	Prerequisite User			

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: April 20, 2018 10:17:14

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 478-207-2440.

WEATHERPROOFING TECHNOLOGIES INC
3735 GREEN RD
BEACHWOOD OH 44122

C - 25206

LICENSE NUMBER	EXPIRATION DATE
C - 25206	09/30/2020

CLASSES (ACTIVE):
C42

STATE OF HAWAII DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
CONTRACTOR

WEATHERPROOFING TECHNOLOGIES INC
1235 ALA KAPUNA ST #102
HONOLULU HI 96819

(SIGNATURE OF LICENSEE) _____

State of Idaho

Bureau Of Occupational Licenses

Public Record Information (Detail)

Public Record

Business Name:	WEATHERPROOFING TECHNOLOGIES INC
Owner:	CRAIG NELSON, JAMES TIERNEY, MICHAEL DRUMM
Profession:	IDAHO CONTRACTORS BOARD
Type:	REGISTERED ENTITY CONTRACTOR
Number:	RCE - 22865
Address Of Record:	
City/State/Zip:	BEACHWOOD OH 44122
Country:	USA
Business Phone:	(216) 292 - 5000
Original Date of Issue:	8/7/2007
Registered/Licensed By:	
Status:	Current
Discipline Status:	
Expiration Date:	8/7/2020

State of Illinois

Department of Financial and Professional Regulation

Division of Professional Regulation

LICENSE NO.
104.010180
105.008165

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below:

EXP RES:
12/31/2021

LICENSED ROOFING CONTRACTOR
UNLIMITED

WEATHERPROOFING TECHNOLOGIES INC
EDWARD A HAUSKNECHT
3735 GREEN RD
BEACHWOOD, OH 44122-5705

DEBORAH HAGAN
SECRETARY

CEC LIA ABUNDIS
ACTING DIRECTOR

The official status of this license can be verified at www.idfpr.com

14217868

Cut on Dotted Line

For future reference, IDFPR is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth or FEIN number when contacting the IDFPR. Your Access ID is: 460632

CONTRACTOR REGISTRATION CERTIFICATE

STATE OF IOWA
DIVISION OF LABOR

Mailing Address: 1000 E Grand Ave, Des Moines, IA 50319
Physical Address: 150 Des Moines St, Des Moines, IA 50309
Phone: 515-242–5871 | FAX: 515-725-2427
www.iowacontractor.gov | contractor.registration@iwd.iowa.gov

DATE ISSUED:
05/22/2019

DATE EXPIRES:
06/23/2020

REGISTRATION NUMBER:
C084548

WEATHERPROOFING TECHNOLOGIES INC
3735 GREEN RD
BEACHWOOD, OH 44122

Rod A. Roberts, Labor Commissioner

State of Louisiana

State Licensing Board for Contractors

This is to Certify that:

WEATHERPROOFING TECHNOLOGIES, INC.
3735 Green Road
Beachwood, OH 44122

is duly licensed and entitled to practice the following classifications

SPECIALTY: ROOFING AND SHEET METAL, SIDING

Witness our hand and seal of the Board dated,
Baton Rouge, LA 20th day of October 2018

Director

Chairman

Treasurer

Expiration Date: October 19, 2021

License No: 36184

This License Is Not Transferrable

MONTANA DEPARTMENT OF LABOR & INDUSTRY

CONSTRUCTION CONTRACTOR

REGISTRATION PROGRAM

STATE OF MONTANA

DEPARTMENT OF LABOR & INDUSTRY

CONSTRUCTION CONTRACTOR REGISTRATION UNIT

CERTIFICATE OF CONTRACTOR REGISTRATION

REGISTRATION NO. 37720

WEATHERPROOFING TECHNOLOGIES INC

3735 GREEN RD
BEACHWOOD, OH 44122

Effective Date: October 4, 2018
Expiration Date: October 3, 2020

Employer

Additional information on back.

Please notify this agency of any changes within 10 days.

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486 1100

STATE CONTRACTORS BOARD

Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141

The Nevada State Contractors Board certifies that

WEATHERPROOFING TECHNOLOGIES INC

Licensed since August 19, 2010

License No. ***0075194***

Is duly licensed as a contractor in the following classification(s):

B General Building

LIMIT: **Unlimited**
EXPIRES: **08/31/2020**

PRINCIPALS:

PAUL HOOGENBOOM, President
EDWARD MOORE, Secretary
MICHAEL DRUMM, Treasurer
CRAIG NELSON, Vice President
EDWARD HAUSKNECHT, QI

Margaret Cavin

Chair, Nevada State Contractors Board

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

TREMCO SERVICE CORPORATION

LICENSE NUMBER

53929

Qualifying Party(S)

SOPKO VICTOR

EXPIRES

08/31/2022

CLASSIFICATION(S)

GB98

DIRECTOR

This card is the property of the CID and shall be surrendered upon demand

License Year

2020

License No.

32271

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Weatherproofing Technologies, Inc., T/A
Tremco Service Corporation
Beachwood, OH

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited
Classification: Building

until

December 31, 2020

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 1, 2020

This certificate may not be altered.

LICENSING BOARD FOR GENERAL CONTRACTORS
MAY 20, 1775
NORTH CAROLINA

Chairman

Secretary-Treasurer

State of North Dakota
SECRETARY OF STATE

CONTRACTOR LICENSE

NO: 45438
CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **WEATHERPROOFING TECHNOLOGIES, INC.** whose address is in BEACHWOOD, OH, has filed in this office proper documents for a Contractor License valid until March 1, 2020, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

WEATHERPROOFING TECHNOLOGIES, INC. is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: February 23, 2019

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

WEATHERPROOFING TECHNOLOGIES, INC.

is the holder of a North Dakota Class A Contractor License which is in force until March 1, 2020 unless sooner suspended or revoked as provided by NDCC 43-07.

License # 45438

STATE OF OREGON

CONSTRUCTION CONTRACTORS BOARD

LICENSE CERTIFICATE

LICENSE NUMBER: 133254

This document certifies that:

WEATHERPROOFING TECHNOLOGIES INC
3735 GREEN RD
BEACHWOOD OH 44122

is licensed in accordance with Oregon Law as a Commercial General Contractor Level 1.

License Details:

EXPIRATION DATE: 04/03/2021
ENTITY TYPE: Corporation
INDEP. CONT. STATUS: NONEXEMPT
RESIDENTIAL BOND: NONE
COMMERCIAL BOND: $75,000
INSURANCE: $2,000,000 / $4,000,000
RMI: EDWARD ALAN HAUSKNECHT
HOME INSPECTOR CERTIFIED: NO

*** CHECK LICENSE CARD, CERTIFICATE, CLASSIFICATION(S), AND CONTRACT LIMIT FOR ACCURACY ***

LICENSE RENEWALS - YOUR LICENSES EXPIRES ON 10/31/2020. Renewing is only available 3-4 months prior to this date; renewal notices will be mailed out. Renewal website: **https://renewals.llronline.com/RegLogin.asp**. If you do not renew your license by January 31st after your expiration date, you must submit an initial application, Doc #165, financial statement and $350 to reinstate your license - website: **www.llronline.com/pol/contractors**.

** THIS IS A 2-PART POCKETCARD! FOLD CARD - DO NOT CUT OR TEAR CARD IN HALF! **

BOTH PARTS OF POCKETCARD MUST BE PRESENTED TO CUSTOMER, PERMIT OFFICE, BUILDING OFFICIAL, ETC. AT ALL TIMES!

*** LICENSE# - G114201 ***CCB1041666

South Carolina Department of Labor, Licensing and Regulation

SC Contractor's Licensing Board

certifies:

GENERAL CONTRACTOR

WEATHERPROOFING TECHNOLOGIES INC

3735 GREEN ROAD

BEACHWOOD OH 44122

to practice the following:

BD5 GR5 SR5

Effective License Date:.....07/04/2018

Initial License Date: 05/15/2008

EXPIRATION DATE: 10/31/2020

Administrator

CCB1041666

*** LICENSE# - G114201 ***

EXPIRATION DATE: 10/31/2020

GENERAL CONTRACTOR

WEATHERPROOFING TECHNOLOGIES INC

is certified to practice the following:

BD5 GR5 SR5

License Classification(s) is the 2 letters in front of number

License Group# Limit is number after 2-letter classification

(see Letter Abbreviation Key & Group Limit on back)

Qualifying Party(s): DOUGLAS ROBERT TIMMER, EDWARD HAUSKNECHT

DO NOT PEEL CARD FROM A CORNER

To remove card from backing

- Bend form back from the outside edge
- Pull card off backing

110

WALL CERTIFICATE BELOW:

CCB1041666

STATE OF SOUTH CAROLINA

DEPARTMENT OF LABOR, LICENSING AND REGULATION

SC CONTRACTOR'S LICENSING BOARD

LICENSE CERTIFICATE

LICENSE# - G114201 The following licensee: **LICENSE# - G114201**

WEATHERPROOFING TECHNOLOGIES INC

3735 GREEN ROAD

BEACHWOOD OH 44122

has met the necessary qualifications required by the laws of the state of South Carolina and is duly qualified and entitled to practice as a:

GENERAL CONTRACTOR

for the Classification(s) and Group Limitation shown below:

BD5 GR5 SR5

*** Group Number and Dollar Limitations: ***

The number after your 2-letter classification(s) above is your Group#

Group #1 - $50,000 Group #3 - $500,000

Group #2 - $200,000 Group #4 - $1,500,000

Group #5 - $Unlimited

EXPIRATION DATE: 10/31/2020

Effective License Issue:07/04/2018

Initial License Date: 05/15/2008

Administrator

Qualifying Party(s): DOUGLAS ROBERT TIMMER, EDWARD HAUSKNECHT

It is at the discretion of the licensee, not the Board, to authorize officers or employees of the company to pull permits and conduct business.

e

State of Rhode Island and Providence Plantations
Contractors' Registration and Licensing Board

BE IT KNOWN THAT

Weatherproofing Technologies, Inc.
Craig Nelson

has met the requirements of the law and has been granted this certificate of registration as a

COMMERCIAL ROOFING CONTRACTOR

IN THE STATE OF RHODE ISLAND

Registration No. 61 R **Issued: 9/10/19** **Expires: 9/1/21**

Chairman *Building Code Commissioner*