

1. Company's official registered name. **RoofConnect Logistics, Inc. dba RoofConnect**

2. Company's Dun & Bradstreet (D&B) number. **14-6204982**

3. Corporate office location:

Sheridan, Ark.

4. Please provide a brief history of your company, including the year it was established.

RoofConnect was officially established in 2002 as a professional roofing service provider when 27 independent roofing contractors joined together to address the needs of building owners looking for a nationwide, single-source roofing organization.

Today, RoofConnect has grown to over 396 contractors and more than 497 service locations across the country. To this day, RoofConnect contractors ensure the finest workmanship available no matter where their client's business is located.

Any Equalis Group Member with one location or multiple locations and roofing needs, whether they are regular roof maintenance and leak repairs, capital re-roof or coating projects, roof consulting needs, or even natural disaster, will benefit by utilizing RoofConnect's nationwide coverage and resources. The nationwide coverage is offered by a single call to RoofConnect which allows agencies and building owner's peace of mind both for the reactive roofing emergencies and proactive roof asset planning.

5. Who is your competition in the marketplace? Our competition in the marketplace consists of any roofing service provider and roofing contractor at the national, regional and local level.

6. What are your overall annual sales for last three (3) years?

[REDACTED]

7. What are your overall public sector sales excluding Federal Government, or state (3 years)?

[REDACTED]

(*Through August 30, 2020)

8. What is your strategy to increase market share in the public sector?

Please review the marketing plan beginning on PAGE 37. We feel this will explain our go to market strategy and means to increase market share.

9. What differentiates your company from competitors in the public sector?

RoofConnect's core competencies are specific to commercial roofing and roofing services and we do not deviate away from the heart of our core business. Our core focus is to provide roofing services that is adaptable and scalable to any agency's needs. RoofConnect has the ability to work with all major manufacturers' systems to accommodate agencies budgets and building types. RoofConnect's goal is to extend the life of an agency's roof, not simply require roof replacements.

RoofConnect also has established contractual relationships with some of the top roofing contractors in the industry. RoofConnect's Members are independently owned and operated and service the local market in which they are located. RoofConnect Members have existing relationships with educational institutions. Our Members also have dedicated sales staff that is used as an extension to our Public Program.

RoofConnect's nationwide coverage is offered by a single call to RoofConnect which allows facility managers the peace of mind both for the reactive emergencies and proactive planning. RoofConnect will dispatch the client's call and provide all the follow up with an Account Management Team (minimum of three team members) assigned specifically to the client. Our numerous locations nationwide, allows RoofConnect the ability to reduce travel cost while utilizing internal systems to provide common and consistent tracking along with Asset Management history for the client. RoofConnect has Registered Roof Observers on staff and the Technical Services Department works with the Account Management Team to assist clients in identifying and prioritizing specific roofing needs. This enables facility managers to manage their roofing budget more effectively. Each year RoofConnect clients can budget for roofing with ease, utilizing the tracking ability. RoofConnect's communication is second to none with a personalized web-based portal to track 100% of the client's roof inventory. This includes roof diagrams, photos, budgets, and work order/invoice histories.

10. Please provide your company's environmental policy and/or sustainability initiative.

As a leader in the building service industry, RoofConnect is committed not only to compliance with the law relating to the environment, but also to the integration of sound environmental practices in its business decisions. The following environmental principles provide guidance to RoofConnect personnel and Member Contractors in the conduct of their daily business practices:

1. Comply with government environmental laws and regulations;

RoofConnect recognizes governmental laws and regulations as a first necessary step toward environmental responsibility.

2. Promote environmentally conscious practices;

RoofConnect values leadership by example inside and outside the company, including industry organizations.

3. Provide quality products and services designed for sustainability;

RoofConnect understands that durability, proper maintenance, and product life span are keys to sustainable building practice.

4. Provide a safe and healthy work environment for all of its employees;

RoofConnect is committed to promoting and maintaining safety and training programs for its employees.

5. Promote environmental awareness;

RoofConnect is committed to making its customers fully aware of the environmental benefits of RoofConnect solutions.

6. Continually review environmental practices and policy;

In this age of rapid technological change, RoofConnect understands the need to remain current in environmental issues and in seeking to produce environmentally friendly solutions.

Additional information can be found in our Value-Add section, Appendix D.

11. Diversity program – Do you currently have a diversity program or any diversity partners that you do business with?

- ☒ Yes
☐ No

a. If the answer is yes, do you plan to offer your program or partnership through Equalis Group?

- ☒ 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.)

b. Will the products accessible through your diversity program or partnership be offered to Equalis Group members at the same pricing offered by your company?

- ☒ Yes
☐ No

(If the answer is no, attach a statement detailing how pricing for participants would be calculated.)

12. Diversity Vendor Certification Participation – It is the policy of some entities participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they 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 MWBE

☐ Yes ☒ 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 ☒ No

List certifying agency: _____

- c. Disabled Veterans Business Enterprise (DVBE)
Respondent certifies that this firm is a DVBE ☐ Yes ☒ No
List certifying agency: _____
- d. Historically Underutilized Businesses
Respondent certifies that this firm is an HUB ☐ Yes ☒ No
List certifying agency: _____
- e. Historically Underutilized Business Zone Enterprise (HUBZone)
Respondent certifies that this firm is an HUBZone ☐ Yes ☒ No
List certifying agency: _____
- f. Other
Respondent certifies that this firm is a recognized diversity certificate holder ☐ Yes ☒ No
List certifying agency: _____

PRODUCTS/PRICING OFFERED:

13. Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?
14. Does the respondent agree to offer all future product introductions at prices that are proportionate to contract pricing offered herein?
☒ Yes
☐ No
(If answer is no, attach a statement detailing how pricing for participants would be calculated.)
15. Does pricing submitted include the required administrative fee?
☒ Yes
☐ No
16. Define your standard terms of payment.

Our standard terms of payment are 50% material delivery, 40% at completion, 10% upon warranty delivery, Net 30.



17. States Covered – Respondent must indicate any and all states where products and services are being offered.

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

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

☐ All U.S. Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | | |
|---|--|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Midway Islands | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Northern Marina Islands | |
| <input type="checkbox"/> Guam | <input type="checkbox"/> Puerto Rico | |



**RFP #: R10-1101: Request for Proposal
for Roofing Installation, Materials, Related Services,
and Job-Order-Contracting (JOC)**

- [^]RoofConnect reserves the right to add/remove Member Contractors to/from our service areas.

[illegible]



**RFP #: R10-1101: Request for Proposal
for Roofing Installation, Materials, Related Services,
and Job-Order-Contracting (JOC)**

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**RFP #: R10-1101: Request for Proposal
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RoofConnect Contractor^	City	ST	Contact	Title	Phone*	Email*



RoofConnect Contractor^	City	ST	Contact	Title	Phone*	Email*



**RFP #: R10-1101: Request for Proposal
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RoofConnect Contractor^	City	ST	Contact	Title	Phone*	Email*



RoofConnect Contractor^	City	ST	Contact	Title	Phone*	Email*



RoofConnect Contractor^	City	ST	Contact	Title	Phone*	Email*



**RFP #: R10-1101: Request for Proposal
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[illegible]



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RoofConnect Contractor^	City	ST	Contact	Title	Phone*	Email*



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RoofConnect Contractor^	City	ST	Contact	Title	Phone*	Email*



RoofConnect Contractor^	City	ST	Contact	Title	Phone*	Email*



RoofConnect Contractor^	City	ST	Contact	Title	Phone*	Email*

19. Distribution Channel: Which best describes your company's position in the distribution channel:

- | | |
|--|--|
| <input type="checkbox"/> Manufacturer direct | <input type="checkbox"/> Certified education/government reseller |
| <input type="checkbox"/> Authorized dealer | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input checked="" type="checkbox"/> Value-added reseller | <input type="checkbox"/> Other |

20. Describe the capabilities and functionality of your firm's on-line catalog/ordering website, and the ability for purchasing group members to verify they are receiving contract pricing.

Although RoofConnect is fully equipped and able to function with our customers via email and web-based programs, these are typically for smaller, not to exceed repair work items. It is our understanding that this contract would be more for large repair, restoration or new roof installation which would require a visual inspection of the roof and detailed analytics like core extraction and possibly infrared thermography. Therefore, this is not a solution that can be provided via an on-line catalog/ordering website.

21. Describe areas where downtime may occur with products and services provided, historical averages of that downtime, and how you resolve downtime issues when they do occur (For purposes of providing further clarity, examples of downtime might be a website ordering platform that goes offline, installed equipment that requires service or other products and services that can fail or go offline)

In the roofing industry, downtime most often occurs as a result of inclement weather or availability of materials. While both of these can be managed, inclement weather events are unpredictable and may occur with little to no notice. The good news is that these events are often short-lived, and weather delays are normally already accounted for in our schedules.

Not being able to source the specified roofing materials also creates downtime. However, these downtime events can be corrected quickly if the customer (building owner) allows for flexibility in material use. A common roofing product used today is 60 mil TPO, and it is produced by several reputable, high quality manufacturers. If a customer specifies the use of only one manufacturer's 60 mil TPO, and that manufacturer suddenly runs short on product, this could cause a significant delay (sometimes up to several weeks) in the project schedule. This can usually be overcome by sourcing the material from one of the other three major manufacturers of that particular roofing material.

22. Provide average timelines that can be expected, including response times for design and installation for a typical project, responses to emergency situations and any other relevant timelines for the services being offered.

The timeline for the design process varies based on several factors including job location, size, and complexity. Typically, this is a one-week process, but more complicated projects will take 2 weeks. The turnaround time project bids are 2 weeks on average. Most of the time there is overlap in the design and bid processes, so combined, the design and bid process usually takes no more than 21 days.

Job sizes and scopes vary which means the installation time varies as well. Small, less complicated projects may be 100% complete in less than a week, while expansive, in-depth projects might take months to complete. However, the average project is completed in 25 to 30 days.

Emergency leak response occurs same day. As long as weather and physical conditions allow, RoofConnect crews typically arrive to address emergencies in 5 hours or less.

Average response time for leak calls classified as "Normal" is 24 hours.

23. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).

RoofConnect maintains 24/7/365 customer service staff. After hour requests will be handled by an on-call RoofConnect representative, NOT a 3rd party call center.

24. Provide your safety record, safety rating, EMR and worker's compensation rate where available.

RoofConnect's EMR is currently 0.92.

25. Provide your company's subcontracting plan, as described in the scope herein.

RoofConnect is a professional roofing trade organization, comprised of independent commercial roofing companies throughout the U.S. This affiliation recognizes the need for complete regional/national coverage of consistent superior service from the most reputable, trustworthy, independent roofing contractors in the industry.

RoofConnect members are required to be a business that is actively engaged in the roofing and waterproofing contracting industry. In addition, members must meet the following criteria:

- independently owned and operated;
- recognized in the industry as consistently providing a high level of customer service;
- maintain membership in the National Roofing Contractors Association (NRCA);
- have maintained a record of stability during its years of operation;
- have demonstrated high standards of ethical business conduct;
- have been in business in the roofing and waterproofing contracting industry for not less than ten years;
- have experienced construction personnel in its employ;
- be bondable;
- maintain a dedicated maintenance and repair service department or group and designate a specific contact person for maintenance and repair – related services;
- be recognized by leading product manufacturers as a quality contractor in the roofing and waterproofing contracting industry; and
- meet such other criteria as may be established from time to time by RoofConnect.

RoofConnect may add Member Contractors as market needs require. Prior to consideration of membership, a review of service capabilities, safety plans, and overall management commitment will be conducted. RoofConnect's executive team must approve the recommendation.

Nationwide coverage is offered by a single call to RoofConnect which allows facility managers the peace of mind both for the reactive roofing emergencies and proactive roof asset planning. We dispatch the client's call and provide all the follow up with an Account Management Team (minimum of three team members) assigned specifically to the client. Our numerous locations nationwide, allows us the ability to reduce travel cost while utilizing our internal systems to provide common and consistent tracking along with Asset Management history for our clients. RoofConnect's communication is second to none. We provide a Personalized Web Based Portal to

track 100% of your roof inventory. This includes roof diagrams, photos, budgets, and work order/invoice histories. Solving your roof leaks forever is as easy as one call.

RoofConnect's Member Contractors may act as the prime contractor on any Equalis Group related projects. A subcontractor plan will be submitted as required by Equalis Group members prior to the start of any project. RoofConnect members, along with Equalis Group member organizations will review the subcontractor plan prior to the start of the project. Modifications will be made as directed by Equalis Group members in order to meet the requirement identified for the project.

26. Provide your company's performance bond plan as described in the scope herein.

Upon acceptance, RoofConnect will furnish the appropriate executed payment and performance bonds, if required, prior to starting any projects.

A sampling of RoofConnect's contractor's bonding availability is provided at the end of this tabbed section.

27. Describe the capacity of your company to report monthly sales through this agreement.

RoofConnect has a fully staffed invoicing department that will provide the monthly sales report for this agreement. RoofConnect uses an online database that tracks all projects and work orders by client. RoofConnect personnel have collaborated with Equalis Group employees to produce a monthly report detailing the project location, Equalis Group's Certified Proposal Numbers, sales total, collection status, and Equalis Group fee. Any additional information can be added to the report at the request of Equalis Group personnel. All invoicing activities will be submitted through RoofConnect's online database system in order to allow for one point of contact for monthly sales reporting.

RoofConnect uses a centralized billing approach in order to simplify the process for our clients. All RoofConnect contractors have access to RoofConnect's work order management system where client invoices are created and stored. The contractor creates the invoice with supporting documents required for the type of work performed. RoofConnect accounting personnel will review the invoice and contract terms to verify the invoice for accuracy to the contract terms. Upon the complete review, the invoice package will be assembled and sent to the Equalis Group member for payment. RoofConnect's standard payment terms are net 30, unless different terms have been negotiated. Typically, payment terms for capital projects are 50% upon mobilization, 40% upon substantial completion, and 10% upon delivery of the warranty and any other final documents that might be required.



28. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

RoofConnect will tailor any report or invoicing requirements to meet the requirements of Equalis Group and/or the eligible agency. By working with a diverse national client base, RoofConnect has developed processes and procedures to meet similar requirements for each client. RoofConnect has the ability to produce certified payroll reports or any other reports deemed necessary by Equalis Group or its members.

QUALIFICATION AND EXPERIENCE:

29. Please provide contact information and resumes for the person(s) who will be responsible for the following areas.

Executive Contact

Contact Person: David Workman

Title: President & CEO

Company: RoofConnect Logistics, Inc.

Address: 44 Grant 65

City: Sheridan

State: AR

Zip: 72150

Phone: 877-942-5613

Fax: 870-942-2666

Email: David.workman@roofconnect.com

Account Manager / Sales Lead

Contact Person: Wayne Gwaltney

Title: Director of Business Development

Company: RoofConnect Logistics, Inc.

Address: 44 Grant 65

City: Sheridan

State: AR

Zip: 72150

Phone: 877-942-5613

Fax: 870-942-2666

Email: wayne.gwaltney@roofconnect.com

Contract Management (if different than the Sales Lead)

Contact Person: Jeremy Hill

Title: VP of Operations

Company: RoofConnect Logistics, Inc.

Address: 44 Grant 65

City: Sheridan

State: AR

Zip: 72150

Phone: 877-942-5613

Fax: 870-942-2666

Email: Jeremy.hill@roofconnect.com

Billing & Reporting / Accounts Payable

Contact Person: Jarred Crow

Title: CFO

Company: RoofConnect Logistics, Inc.

Address: 44 Grant 65

City: Sheridan

State: AR

Zip: 72150

Phone: 877-942-5613

Fax: 870-942-2666

Email: jarred.crow@roofconnect.com

Marketing

Contact Person: Rachel Mooney

Title: Marketing Coordinator

Company: RoofConnect Logistics, Inc.

Address: 44 Grant 65

City: Sheridan

State: AR

Zip: 72150

Phone: 877-942-5613

Fax: 870-942-2666

Email: Rachel.mooney@roofconnect.com

*See Resumes on the following pages.

David W. Workman, President and CEO

Assignment: Sales/Marketing
Employer: RoofConnect
Experience: 28 Years
Education: BS in Industrial Management, 1997
University of Arkansas, Little Rock, AR
University of Arkansas Little Rock Law School, 2004

Technical Education: NRCA SpecRight Program, 2008
Firestone Building Products University, 1999
Better Understanding of Roofing Systems (BURSI), 1998

Roofing Industry Associations: National Roofing Contractors Assoc. (NRCA), 2004-Present
Roof Consultants Institute (RCI) 2004-Present
Professional Retail Store Maintenance (PRSM) 2004-Present
The Roofing Industry Alliance for Progress 2008-Present
Center for Environmental Innovation in Roofing 2009-Present

Industry Activities: Member, Board of Trustees, The Roofing Industry Alliance for Progress 2013-14
Member, Board of Directors, Center for Environmental Innovation in Roofing 2011-Present
Education Presentation PRSM 2010 "It's Roofing not Rocket Science"
Marketing Committee, The Roofing Industry Alliance for Progress 2009-2010
Governing Member, The Roofing Industry Alliance for Progress 2008-Present

Work Experience: RoofConnect President & CEO 2006-Present
RoofConnect Vice President of Sales 2006
RoofConnect National Account Manager 2004-2006
General Roofing National Account Manager 2000-2004
Wade Lunday & Associates (Firestone Manufacturer's Representative) 1997-2000
Kohler CAD Draftsman 1996-1997
Sure Pull CAD Draftsman 1995-1996
H.H. Robertson/Centria CAD Draftsman 1994-1995
H.H. Robertson Building Facility Maintenance 1990-1994





Jarred Crow, Chief Financial Officer

Assignment: Chief Financial Officer
Employer: RoofConnect
Experience: 10 Years
Education: Bachelor of Business Administration – Accounting
Harding University
Searcy, AR

Employment: RoofConnect,
CFO, 2012 – present
Controller, January 2010 - 2012

Pricewaterhouse Coopers, LLC (2005 – 2006) Staff Auditor

Alltel Corporation (2006 – 2007) Senior Auditor
Alltel Corporation (2007 – 2008) General Accounting Supervisor

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

Roofing Industry Associations: National Roofing Contractors Association (NRCA)

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

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

Identified areas of risk for audit clients

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



Wade Crosswhite, Vice President of Sales

Assignment: Sales/Marketing
Employer: RoofConnect
Experience: 19 Years

Education: BS in Accounting, Southern Arkansas University
Magnolia, AR
1999

Employment: RoofConnect, March 2007- Present
PricewaterhouseCoopers, June 2004-March 2007
MSF Financial Group, June 1999- June 2004

Roofing Industry Associations: National Roofing Contractors Association (NRCA)
Professional Retail Store Maintenance (PRSM)
International Council of Shopping Center (ICSC)



Work

Experience: 11 years of providing top tier customer service and professional interaction with Fortune 500 Companies. Responsible for the management of a nationwide Sales Team; developing and cultivating relationships with over 300 customers nationwide and over \$50 million in annual sales.

Experience in selling and managing roofing projects for key clientele that involved: solar energy, energy efficient roofing, leak service and reroofing, and roof asset management.

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

Industry expert and speaker at PRSM Annual Conference, South Texas Association of School Maintenance Officials Annual Conference, Equalis Group Cooperative Summit, and Arkansas Association of Education Administrators Conference.

Serves on Board of Directors for Southeast Arkansas Chapter of United Way. Deacon at Grace Fellowship Bible Church in Sheridan, AR.

Jeremy Hill, Vice President of Operations

Assignment: Sales/Marketing/Technical
Employer: RoofConnect
Experience: 18 years
Education: Bachelors of Science: Mathematics
Henderson State University, Arkadelphia, AR, 1999
Masters of Business Administration
University of Phoenix, Little Rock, AR, 2004

Employment: RoofConnect
Vice President of Operations of Operations, April 2013 - Present
Director of Operations, September 2010 – April 2013

Roofing Industry Associations: Kohler Co., February 2000 - September 2010
National Roofing Contractors Association (NRCA)



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

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

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

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

Rachel Mooney, Marketing Coordinator

Assignment: Administrative Support/Sales/Marketing
Employer: RoofConnect
Experience: 10 years
Education: BBA in Insurance and Risk Management
University of Central Arkansas, 2004
Employment: RoofConnect
Marketing Coordinator, August 2014 – present
Management Executive Assistant, August 2010 – August 2014
Customer Service Representative, February 2010 – August 2010



Roofing Industry

Associations: National Roofing Contractors Association (NRCA)
National Women in Roofing (NWIR)

Work

Experience: Responsible for managing, coordinating, implementing and controlling marketing objectives and strategy including public relations, trade show and event management, advertising, and corporate brand awareness.

Provide marketing and sales support to Executive Team, Regional Sales Managers and 65 RoofConnect Member companies in the U.S.

Coordinate media research and planned advertising in industry magazines with appropriate editorial including External Communications, press releases and announcements.

Trade show management: Average of 40 trade shows per year.

Customer Relationship Management and Database utilization: Lead tracking, target by market and direct mail campaigns. Lead list generation with list brokers targeting specific audiences and regions.

Customer Service Representative dedicated to a Fortune 500 Company with over 3,000 locations. Responsible for management of entire portfolio of service related projects.

Assist with disaster response efforts, RFP responses.

Coordinate and manage consulting projects from signed agreement to invoice, including providing job cost analysis for each project.



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Entity Name
Contact Name and Title
City and State
Phone Number
Years Services
Description of Services
Annual Volume

[illegible]



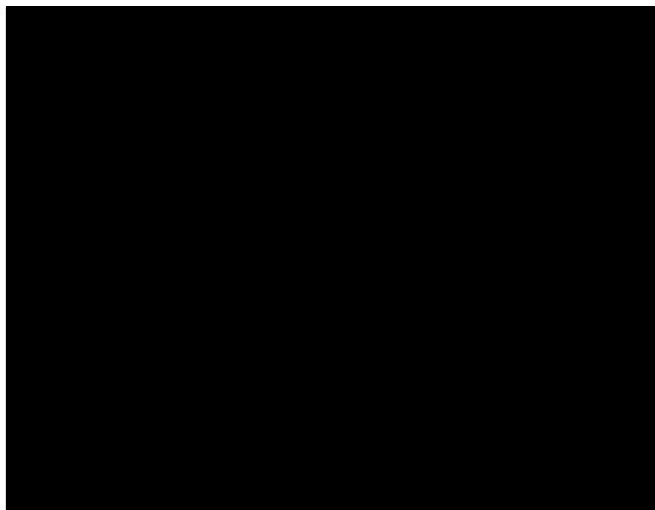
31. List all cooperative and/or government group purchasing organizations of which your company is currently a member below.

Cooperative/GPO Name	Contract Number	Expiration Date
OMNIA Partners, Public Sector	R180902	02/28/2024
TIPS	180702	09/27/2022
Sourcewell	RFP TX-GC-021920	03/05/2022
Sourcewell	RFP TX-WT-121819	01/23/2022
Sourcewell	RFP TX-CT-121819	01/23/2022
Sourcewell	IFB KS-111319	11/18/2021
Sourcewell	IFB MO-KC-111319	11/18/2021

32. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

RoofConnect's cooperative purchasing program success has varied by state. Most of the work has been in Arkansas, Pennsylvania and Texas.

OMNIA Partners, Public Sector



33. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Please refer to Appendix C - Certificates which contains the licenses for all states that our contractors are required to be licensed in. States that do not require licenses have been noted as well.

34. Describe your company's past experience with Job Order Contracting estimating and include specific examples of other cooperatives and public agencies where you have performed these services.

RoofConnect has experience working with Job Order Contracting methods since 2013. The primary delivery method used is through our OMNIA Partners, Public Sector contract that was effective beginning in 2014. Project proposals submitted to Member Agencies were bid using traditional bid practices. RoofConnect, as the contract holder, would verify Member Contractors' proposals against the Line Item Pricing per the awarded contract. Any discrepancies would be communicated to the Member Contractor in order for the pricing to be adjusted to be in compliance with the contract. When requested, the Line Item Proposal was submitted to the Member Agency and also included with the Purchase Order Documents for specific projects.

In addition to the OMNIA Partners, Public Sector contract, RoofConnect holds a cooperative contract with TIPS-USA. The Job Order Contracting method used with TIPS-USA is through the RSMeans job costing method. Similarly, projects would be bid through traditional bidding practices with the Member Contractor. Proposals are verified for compliance with RSMeans Online with the current cost data and the city cost index associated with the location of the project. Any discrepancies identified with the proposal is communicated to the Member Contractor in order for the proposal to be compliant with the contract. The RSMeans estimate is submitted to TIPS-USA in order for the TIPS-USA purchase order to be submitted to the Member Agency and RoofConnect.

RoofConnect's philosophy of the Job Order Contracting methods has been for RoofConnect to perform the contract compliance for our Member Contractors. This approach adds an additional layer for the Cooperative programs that ensures that any requirements are being met prior to any submission to the Cooperative. RoofConnect also believes that using traditional bidding practices to develop the proposal will maintain competitive bids for the Member Agencies.



35. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

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

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

36. Felony Conviction Notice – Please check applicable box:

- ☐ A publicly held corporation; therefore this reporting requirement is not applicable
- ☒ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the 3rd box is checked a detailed explanation of the names and convictions must be attached.

VALUE ADD:

37. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:

- a. A co-branded press release within first 30 days
- b. Announcement of award through any applicable social media sites
- c. Direct mail campaigns in conjunction with Equalis Group's marketing team
- d. Co-branded collateral pieces
- e. Advertisement of contract in regional or national publications
- f. Participation in trade shows
- g. Dedicated Equalis Group and Region 10 ESC internet website page with:
 - i. Equalis Group and Region 10 ESC Logo
 - ii. Link to Equalis Group and Region 10 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials
- h. Announcement within your firm, including training of the agreement with your national sales force
- i. Marketing the agreement to new and existing government customers

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

ROOFCONNECT MARKETING and COMMUNICATIONS PLAN

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

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

RoofConnect Market Share

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

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

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

Table 1: Key sales and marketing personnel supporting the Equalis Group Contract.

Name	Title	Assignment for RFP	Region
David Workman	President and CEO	Sales/Marketing	RoofConnect HQ
Wade Crosswhite	Vice-President of Sales	Sales/Marketing	RoofConnect HQ
Eric Harrison	Vice President of Technical Services	Sales/Marketing/Technical	RoofConnect HQ
Jeremy Hill	Vice President of Operations	Contract/Compliance Manager	RoofConnect HQ
David Huval	Marketing Coordinator	Sales/Marketing	RoofConnect HQ
Gina Nutt	Customer Service Manager	Sales/Marketing/ Administrative Support	RoofConnect HQ
Wayne Gwaltney	Director of Business Development	Sales/Marketing	RoofConnect HQ
Cory Johnson	Regional Account Manager	Sales/Marketing	Arkansas Region
Kris Costas	Regional Account Manager	Sales/Marketing	Mid-Atlantic Region
Ken Beck	Regional Account Manager	Sales/Marketing	Texas Region
Mark Matoska	Regional Account Manager	Sales/Marketing	Texas Region
Jon Weaver	Regional Account Manager	Sales/Marketing	Georgia Region

EXECUTIVE SUMMARY

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

RoofConnect's Integrated Marketing Communications Plan Includes:

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

AWARENESS: INTERNAL AND EXTERNAL COMMUNICATION STRATEGY

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

Awareness: Public Relations

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

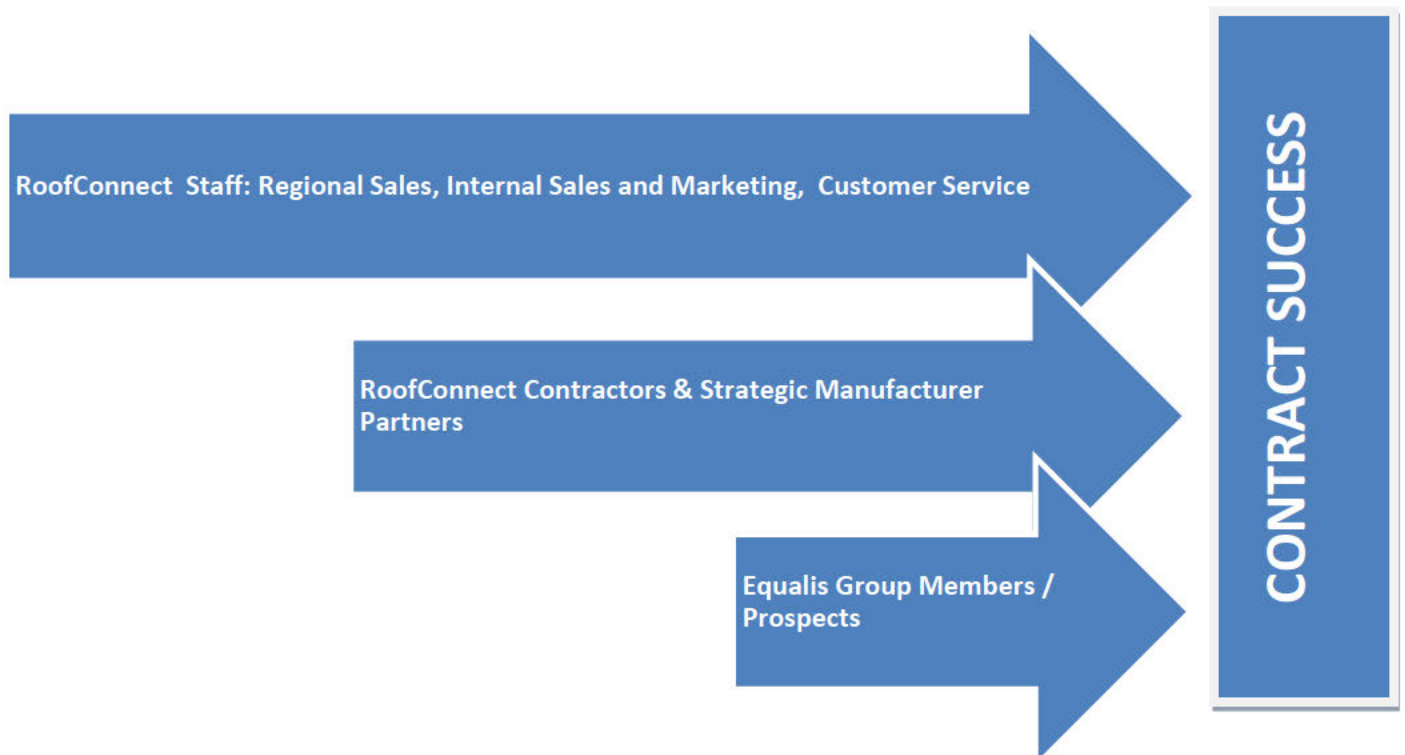
Awareness: Internal Communications / Training

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

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



Awareness: Internal Communications / Training



Flow chart 1

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



Awareness: Current Customers Presentations

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

Awareness: Electronic Marketing

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

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

Sent Message

From: Steve Heidorf steve.heidorf@roofconnect.com

Sent: May 25 2018 6:40 AM C

To: Ohio NIPA Contacts

Subject: Save Money with Roof Preventative Maintenance

HTML Message | Text Message | Report | Clickthrough Links



{{VCard.FIRSTNAME}},

RoofConnect understands the unique characteristics and demands placed on roofs. Preventative maintenance and proper roof portfolio management will help you achieve the true service life and value of your roofs. Our full-service approach to your roofing assets can prevent the premature failure of your most critical building component, your roof. We don't just fix the symptoms of a failing roof, we take a long-term and comprehensive approach to every aspect of your roofing needs.

How do we do this? We start with a thorough inspection of all the roofs in your portfolio. After inspection, we will provide you with a comprehensive report, detailing the condition, expected longevity, needed repairs and applicable pricing for each roof. Upon completion of the necessary repairs, let RoofConnect take over! For the life of the contract, any leaks that occur, except those caused by a natural disaster or physical damage, are repaired at no cost to the school.

"The RoofConnect preventative maintenance program has allowed our district to budget and plan for future roof expenditures so that our district budget can be spent on items that have a direct impact on student achievement, not emergency roof service calls." - Jerrod Williams, Sheridan School District Superintendent

Region 4 ESC has competitively solicited and publicly awarded RoofConnect a national cooperative contract made available through National IPA. National IPA is dedicated to serving public agencies and educational institutions nationwide. For more information, please visit nationalipa.org, see the attached [flier](#), and contact me today!

Sincerely,

Steve Heidorf
Regional Account Manager - Ohio
216-375-0203

Copyright © 2018 {{Account.COMPANY}}
Our address is {{Account.BIZ_ADDRESS}}.

If you do not wish to receive future email, [click here](#).
(You can also send your request to **Customer Care** at the street address above.)

Sent Message

From: Steve Heidorf steve.heidorf@roofconnect.com

Sent: May 25 2018 6:40 AM

To: Ohio NIPA Contacts

Subject: Save Money with Roof Preventative Maintenance

HTML Message | Text Message | Report | Clickthrough Links

All Time | Sent Date | to | Today | Print | Download

Report results for all time

Number of People Who



Unique Sent: 156

Total Sent: 156

Not Sent / Suppressed: 4

opened 24 15.9%

bounced 1 0.641%

did not open 131 84.5%

clicked 0 0.0%

Unique Opt-Outs: 0

Spam Complaints: 0

Total Opens: 29

Total Effective Opens: 29

Total Times Clicked: 0

Last Opened: 41 days ago

Last Clicked:

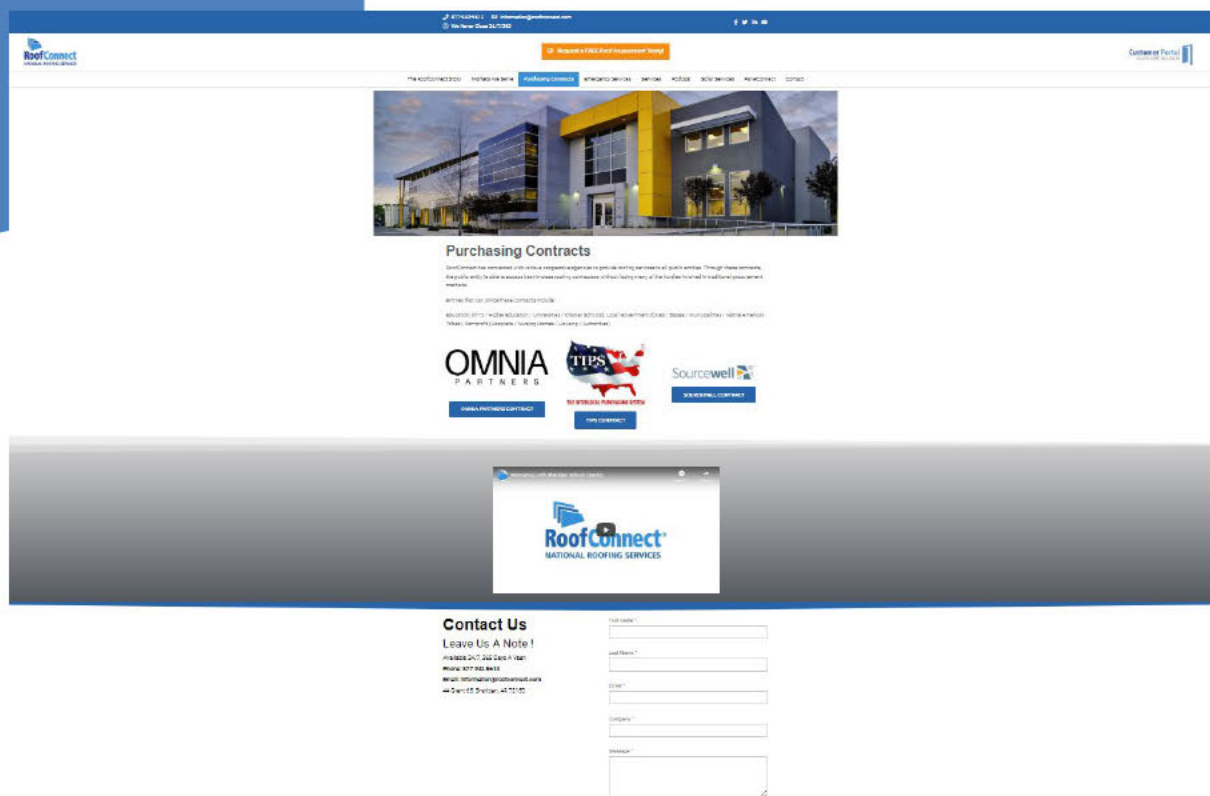
Clickthroughs



Awareness: Website

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

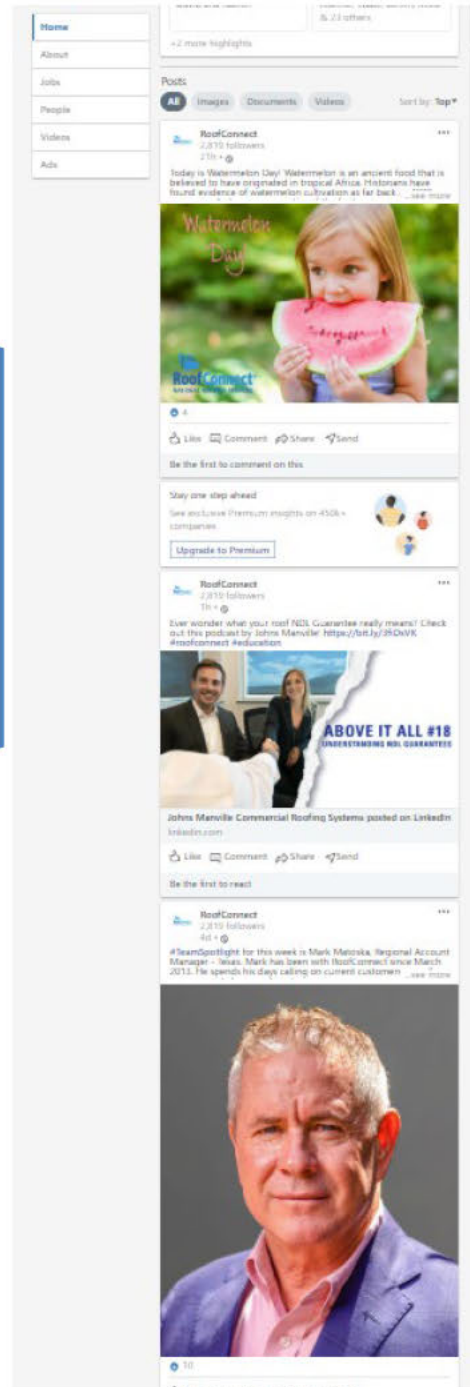
Screen Shot of RoofConnect.com/purchasing- contracts



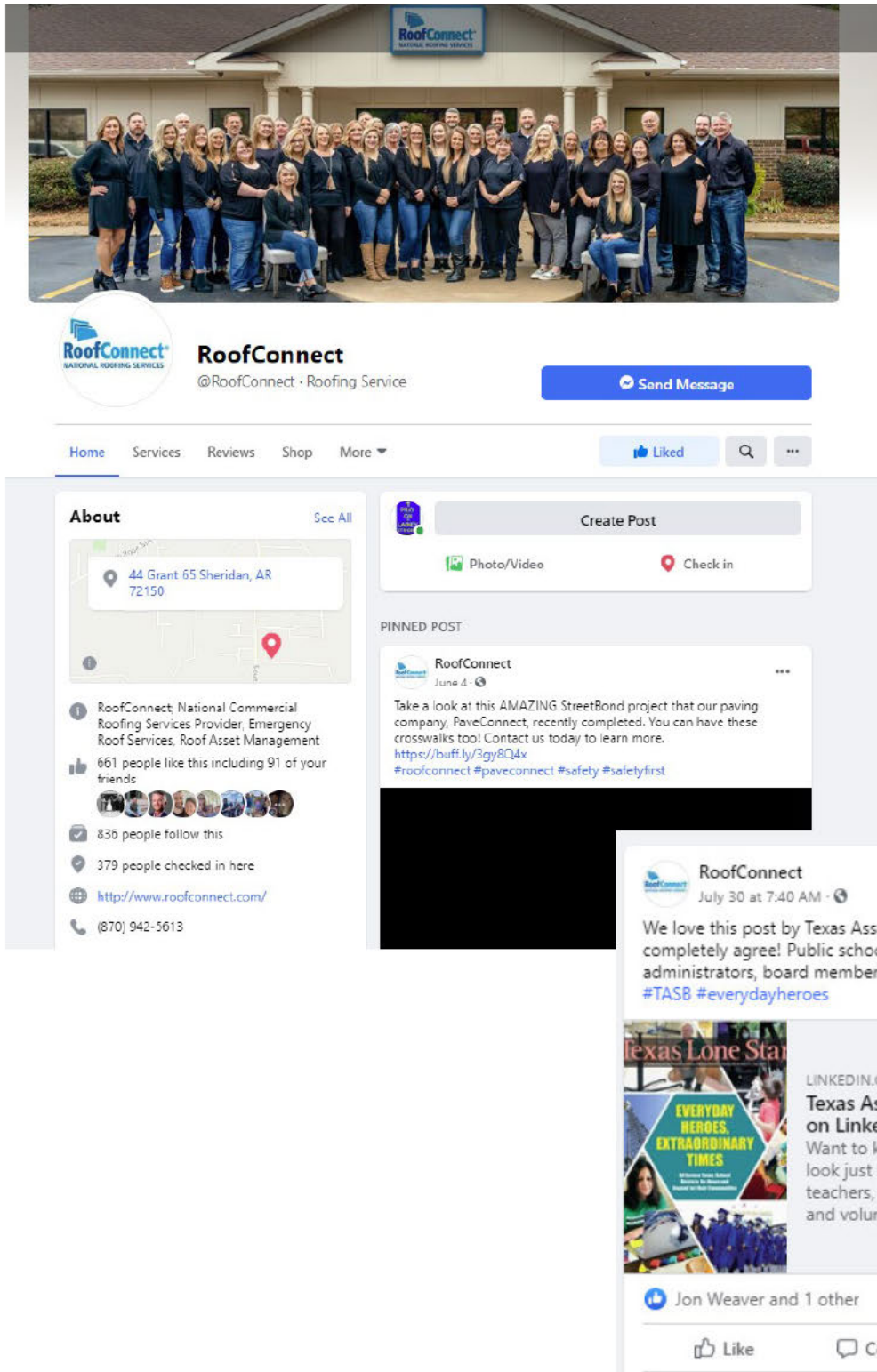
Awareness: Social Media Messages, LinkedIn

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

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



Awareness: Social Media Messages, Facebook



RoofConnect
@RoofConnect · Roofing Service

Send Message

Home Services Reviews Shop More

Liked

About See All

44 Grant 65 Sheridan, AR 72150

RoofConnect: National Commercial Roofing Services Provider, Emergency Roof Services, Roof Asset Management

661 people like this including 91 of your friends

835 people follow this

379 people checked in here

<http://www.roofconnect.com/>

(870) 942-5613

Create Post

Photo/Video Check in

PINNED POST

RoofConnect
June 4 · 🌐

Take a look at this AMAZING StreetBond project that our paving company, PaveConnect, recently completed. You can have these crosswalks too! Contact us today to learn more.
<https://buff.ly/3gy8Q4x>
#roofconnect #paveconnect #safety #safetyfirst

RoofConnect
July 30 at 7:40 AM · 🌐

We love this post by Texas Association of School Boards, and completely agree! Public school teachers, staff, volunteers, administrators, board members, you are our heroes! #roofconnect #TASB #everydayheroes

LINKEDIN.COM

Texas Association of School Boards posted on LinkedIn

Want to know what real heroes look like? They look just like you. They are the public school teachers, administrators, board members, staff, and volunteers...

Jon Weaver and 1 other 2 Shares

Like Comment Share

Awareness: Advertising
State, Local and Association Advertising

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

Advertising vehicles:

State	Publications
State Level (will vary by state)	<ul style="list-style-type: none"> ▪ Association of School Business Officials (ASBO) ▪ Municipal League ▪ Association of Public Purchasing Agencies ▪ School Plant Managers Association ▪ School Board Administrators ▪ School Facility Administrators ▪ Governmental Procurement Association ▪ Maintenance & Operations Associations

Awareness: Advertising

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



SERVICES INCLUDE:
 Nationwide Coverage
 Preventative
 Roof Maintenance
 Roof Asset
 Management
 Disaster Response
 Roof Restoration
 Snow Removal
 Green Technology
 Customer Portal
 Single Source Provider

**TIME FOR YOUR ROOFS
SPRING CHECK UP**

START THE YEAR OFF WITH A HEALTHY ROOF,
CALL 877-942-5613
FOR A ROOF EVALUATION TODAY.

RoofConnect, the leading nationwide
commercial roofing services provider.

RoofConnect®
NATIONAL ROOFING SERVICES

24 / 7 / 365
WE NEVER CLOSE.
ROOFCONNECT.COM

NATIONAL ROOFING SERVICES

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WE NEVER CLOSE.
877-942-5613

RoofConnect, the leading nationwide
commercial roofing services provider.



RoofConnect®
NATIONAL ROOFING SERVICES

**WE'LL TAKE CARE OF YOUR ROOFS...
SO YOU CAN TAKE CARE OF THE REST.**

24/7/365 Emergency Roof Service
 110+ Locations Nationwide
 Manufacture Warranty Support
 Comprehensive Roof Asset Management

**FOR A ROOF EVALUATION
CALL 877-942-5613**

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ROOFCONNECT.COM

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WE NEVER CLOSE.
ROOFCONNECT.COM

CALL 877-942-5613
FOR A ROOF EVALUATION

COMPREHENSIVE ROOF ASSET MANAGEMENT



RoofConnect®
NATIONAL ROOFING SERVICES

**NOW IS A CRUCIAL TIME TO
EVALUATE YOUR ROOF...
BEFORE WINTER
MOUNTS AN ASSAULT!**

RoofConnect has the expertise to
analyze and execute a plan for
your winter roofing needs.

Call RoofConnect, your roofing
services experts, 24 / 7 / 365 for a
roof evaluation and proactive plan.

Nationwide. One Call. One Answer.
877.942.5613, We Never Close.

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WE NEVER CLOSE.
ROOFCONNECT.COM

CALL 877-942-5613
FOR A ROOF EVALUATION

COMPREHENSIVE ROOF ASSET MANAGEMENT



Awareness: Direct Marketing

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

Awareness: Associations and School Boards

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

Current Associations RoofConnect belongs to:

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

National Associations that RoofConnect belongs to:

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

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

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



Awareness: Targeted Roll-Outs with Manufacturer Partners

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

CONSIDERATION – LEAD GENERATION AND DEVELOPMENT

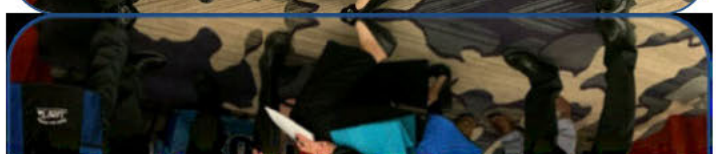
Generating qualified leads to open new accounts is a program priority within awarded states. A calendar of trade shows/conferences and direct marketing promotions has been created to meet this objective.

Consideration: Tradeshows

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

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

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



Mailer sent to raising awareness of RoofConnect's services:



Are your roofs summer storm ready?

Dear Dave,

Do you have a plan prepared for what you will do if a storm damages your roof? While none of us can stop a hurricane, tornado, or any other disaster, having a plan is important!

[RoofConnect](#) understands the stress that facility managers and owners face after a major weather event or disaster. Are your family and employees safe? What about your building - did it withstand the storm? The last thing you want to do is climb onto your facilities' roofs.

That's why you partner with a professional company like RoofConnect and our **Severe Weather Assessment Team (SWAT)**! Here's what you need to do:

- Contact RoofConnect to schedule a severe weather preparedness evaluation.
- Use our evaluation to create a checklist for disaster response.
- Become a RoofConnect SWAT customer to receive priority standing and peace of mind that your facilities are in our hands.

**Request a FREE
Assessment**

I look forward to hearing from you,

Mallory Payne
National Accounts Manager
214-499-1287
mallory.payne@roofconnect.com

[Forward To a Friend](#)

Copyright © 2020 RoofConnect
Our address is 44 Grant 65, Sheridan, Arkansas 72150



Consideration: Direct Mail Marketing/Telemarketing

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

Consideration: Manufacturer Partner Opportunities

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

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

Consideration: Energy Efficiency Calculations using Sustainable / Green Products

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

CREATE PREFERENCE

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

Create Preference: Sales Tools

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

Create Preference: Custom Literature

Custom literature will be created with the Equalis Group logo. See examples below:

ROOFING SERVICES & TURN-KEY SOLUTIONS WITH COOPERATIVE PURCHASING

Region 4 Education Service Center, Houston, TX has awarded RoofConnect, National Roofing Services, a competitively solicited Roofing Products and Services contract, naming National IPA as the cooperative. Through contract # R132203, RoofConnect is able to deliver the most comprehensive roofing and roof asset management solutions designed to reduce your roofing life cycle costs.

National IPA is a national purchasing cooperative that leverages the purchasing potential of governmental entities in all 50 states. Utilizing this cooperative contract through National IPA you can rely on an expedited contract procurement process and our streamlined roofing project management capabilities - allowing you to concentrate on your daily responsibilities of ensuring a safe, dry, comfortable environment for your students, staff and visitors. To learn more about National IPA and other money saving opportunities through cooperatives, visit www.roofconnect.com/markets-we-serve-our-connections.

THE BENEFITS TO COOPERATIVE BUYERS ARE NUMEROUS, INCLUDING:

- Increased value and control in procurement process
- Single-source solutions of a national contract through local contractors
- Solutions available from all major roofing manufacturers
- Shorter project execution with fewer hassles, change orders & lower costs
- Use of "best contractors in class" providers



Entities that can access the contract:

- K-12 Schools
- Higher Education / Universities / Charter Schools
- Municipalities: Cities / Counties / Villages / Townships / Water Districts
- Native American Tribes
- Non-profit: Nursing Homes / Housing Authorities

Contact us today: (877) 942-5613 or NationalIPA@RoofConnect.com



Leak Free Maintenance Program Sheridan School District

2015 (Prior to Program)	2016 (Initial Year)	2017 (Year Two)	2018 (Year Three)
<ul style="list-style-type: none"> • Leak Repair Expense - \$81,472 *29 roofs included • Excessive leak volume. • Numerous repeat leaks. • Unable to budget. • 188 reported leaks. 	<ul style="list-style-type: none"> • Leak Free Program - \$42,177 *28 roofs included • Major Repairs - \$83,150 • 1 Roof Replaced • 126 reported leaks. 	<ul style="list-style-type: none"> • Leak Free Program - \$40,738 *25 roofs included • Major Repairs - \$11,882 • No Roofs Replaced. • 43 reported leaks. 	<ul style="list-style-type: none"> • Leak Free Program - \$41,188 *26 roofs included • Major Repairs - \$5,350 • 1 Roof budgeted for replacement.

Benefits to the School District:

- Gives the District control over expenses.
- Provides budget plan for large scope repair items.
- Annual repair costs decrease over time, while extending the useful life of your roofs.
- Roof life expectancy grows from 10-15 years to 25+ years with routine roof maintenance.
- Provides budget plan for replacement (no unexpected capital projects).

"The RoofConnect Maintenance Program has allowed the Sheridan School District to cut our yearly maintenance cost by nearly 50%, while providing our faculty and students with a learning environment that is leak-free. Our service calls for day-to-day roof issues have been reduced by over 75% the last two years. This has allowed our district to budget and plan for future roof expenditures so that our district budget can be spent on items that have a direct impact on student achievement and not emergency roof service calls."

-Jerrod Williams, Superintendent



Create Preference: Value-add Marketing for EQUALIS GROUP Members

Value-add Marketing: Customer Support

RoofConnect Customer Service

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

Advantages include:

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

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



Value-add Marketing: Training

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

RoofConnect will provide a variety of training opportunities available to Equalis Group and/ Equalis Group Members.

They include and are not limited to the following:

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

Value-add Marketing: RoofConnect Customized Online Portfolio Manager

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

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

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

Value-add Marketing: RoofConnect Asset Management Reporting

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

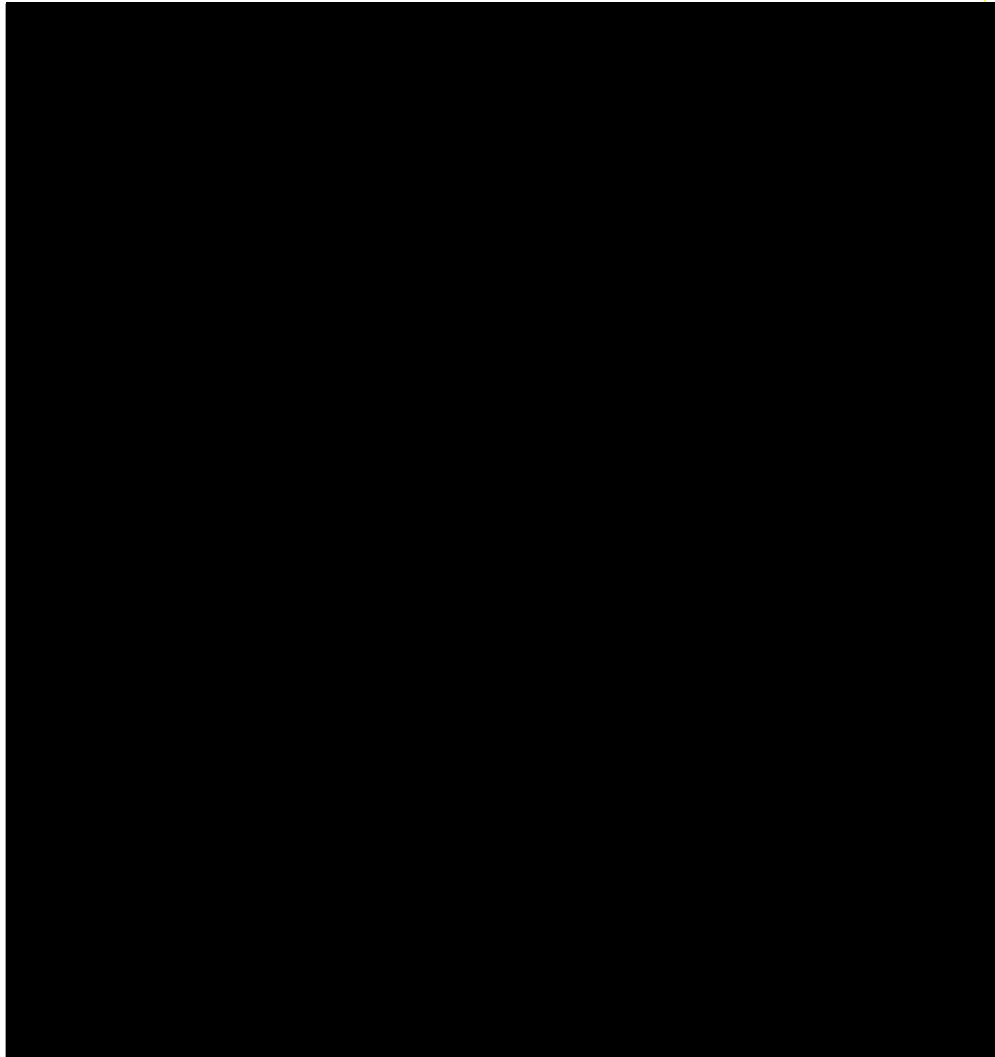
Upon enrollment, RoofConnect Asset Management program provides important financial guidance in making difficult repair versus replacement decisions. Our methodology provides customers the ability to compare the annual investment of a repair relative to the annual investment of a new roof, simplifying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

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

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

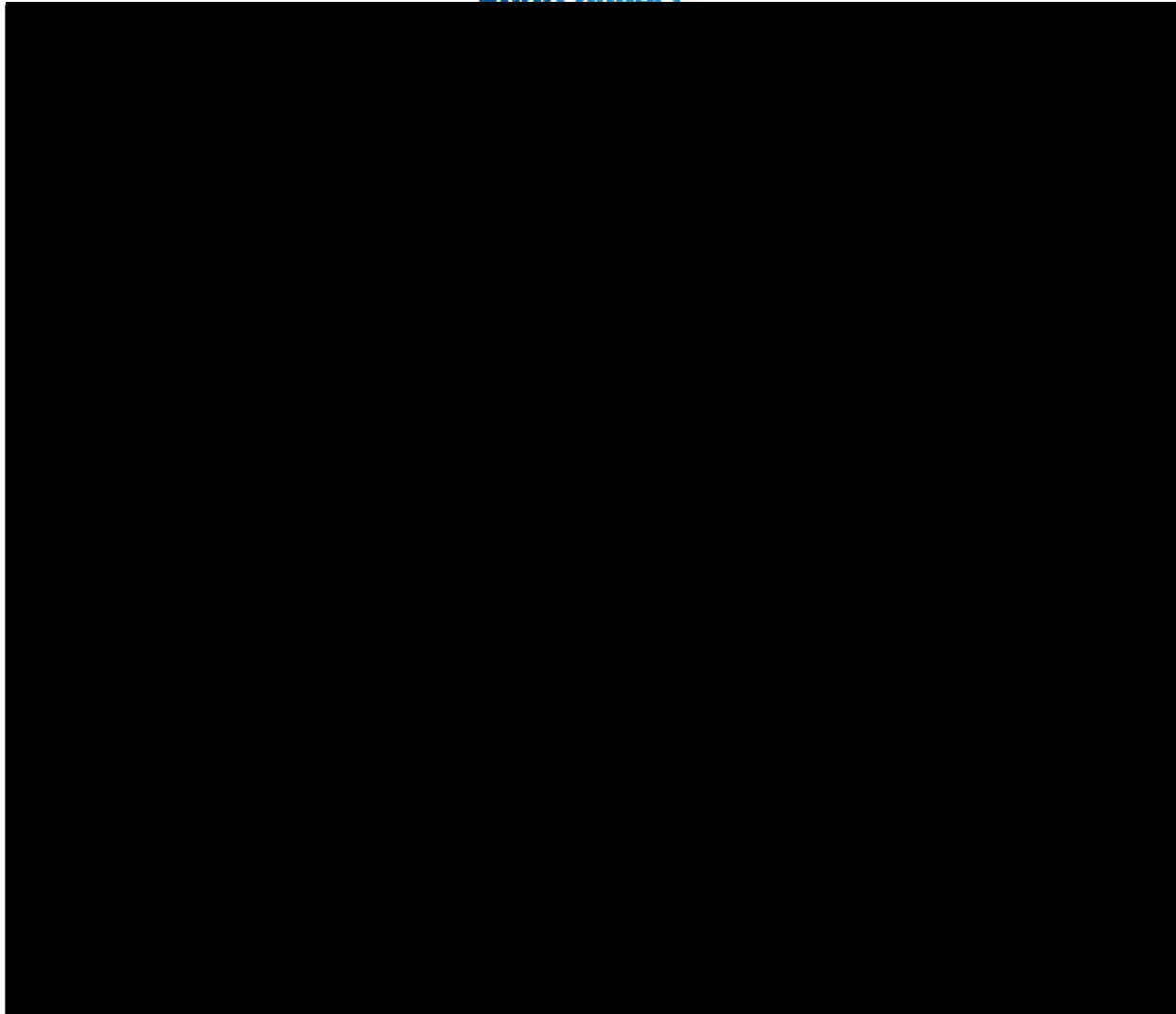


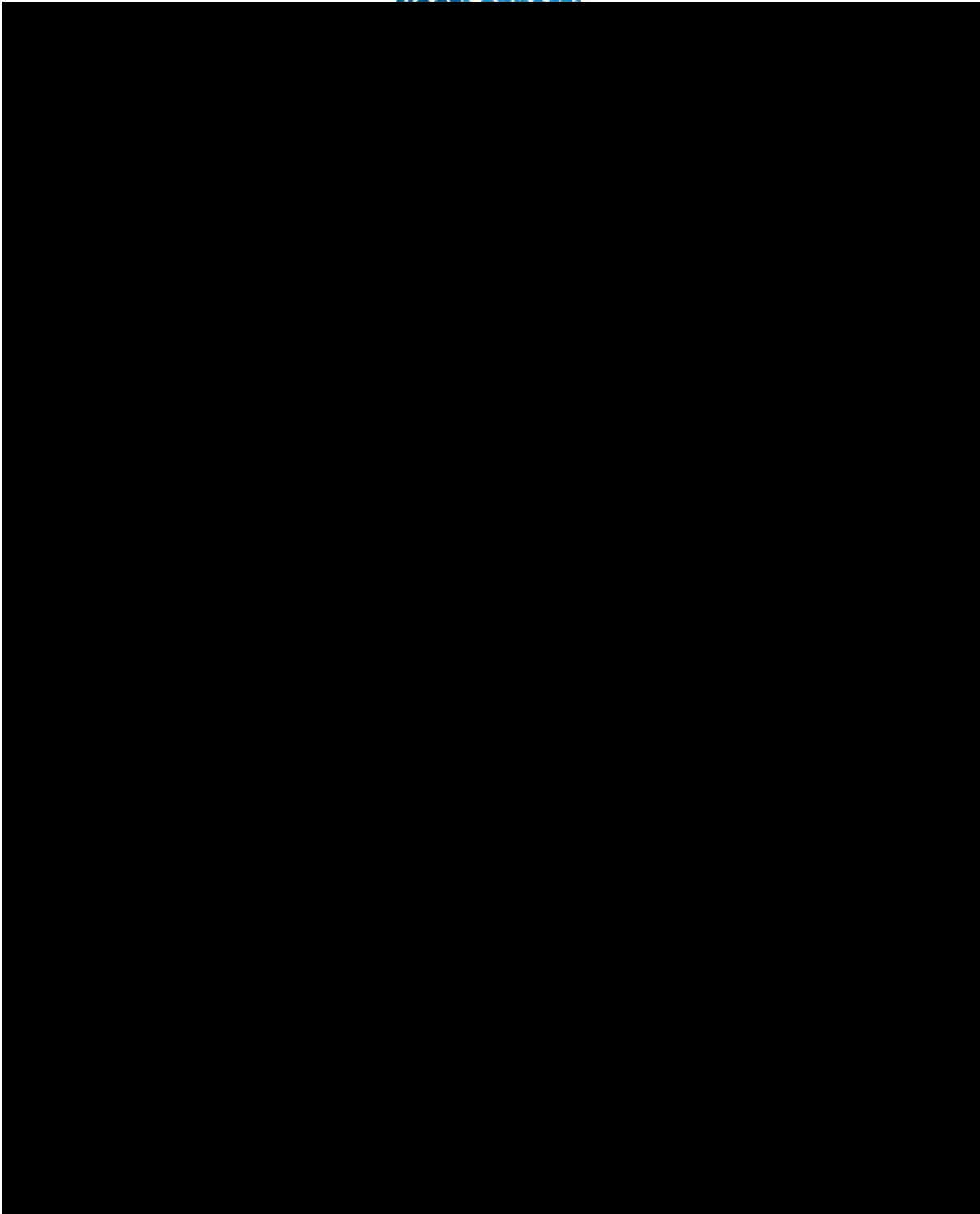
Sample of RoofConnect Asset Management Report:

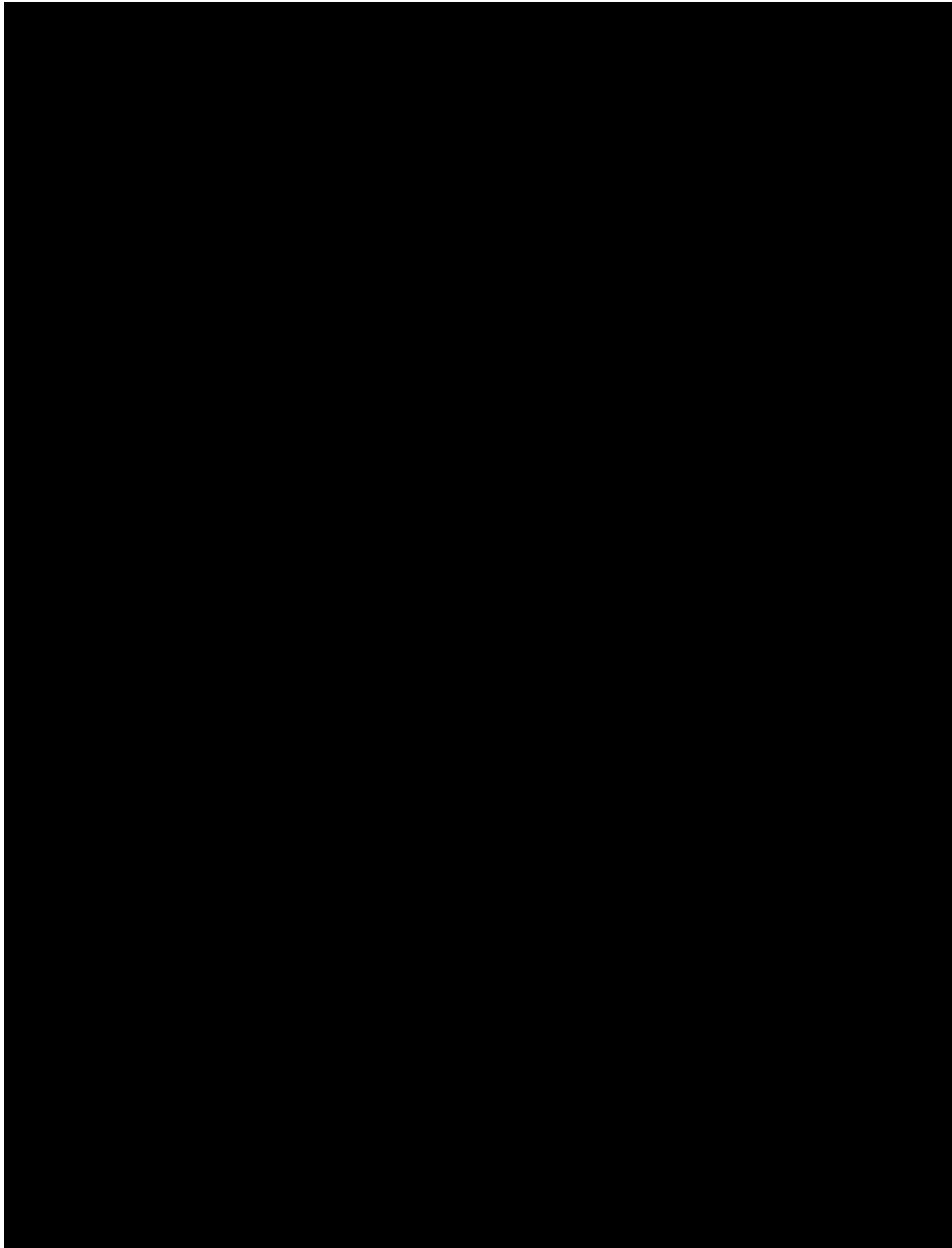


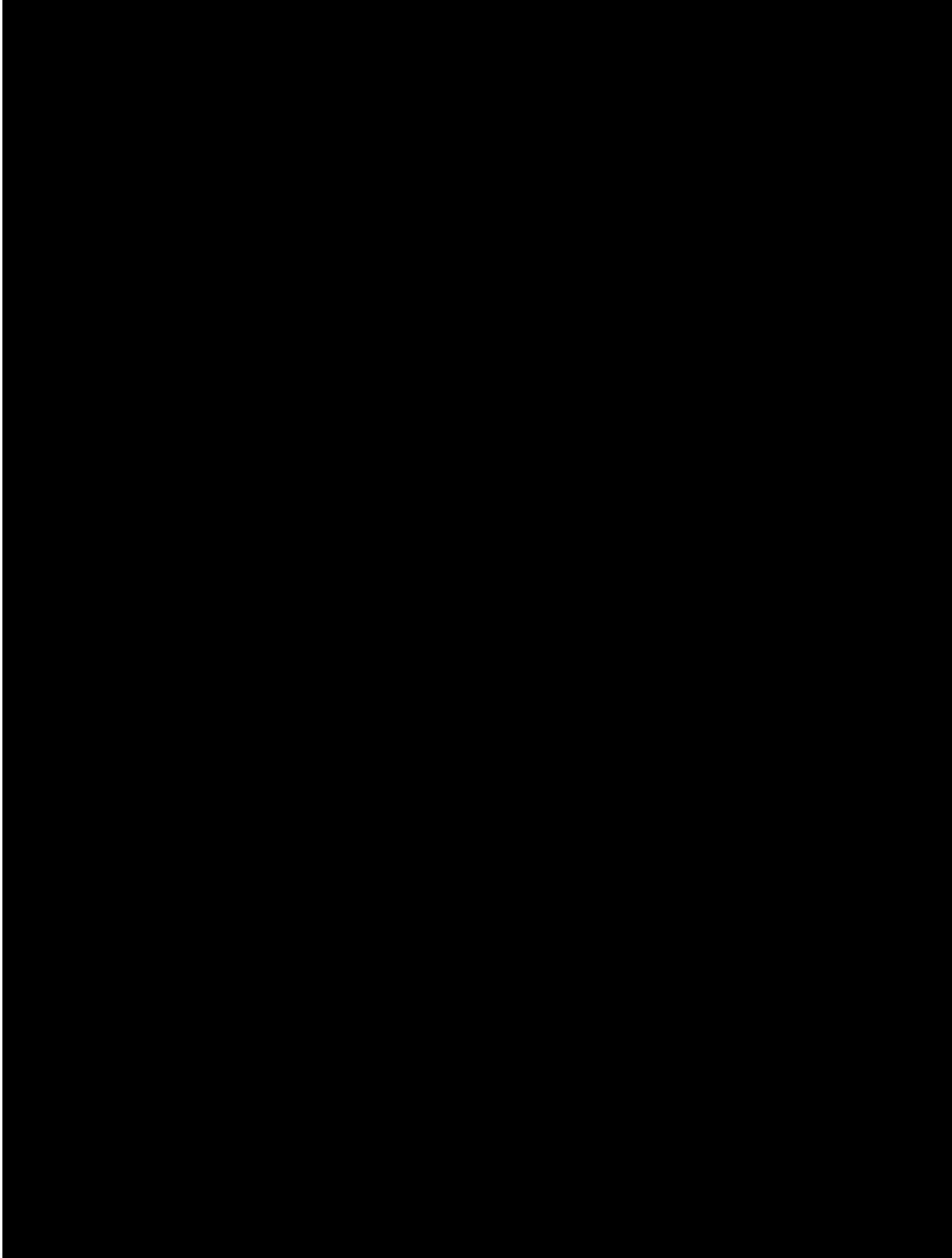
Prepared by
WILL RAY
Roofing Consultant

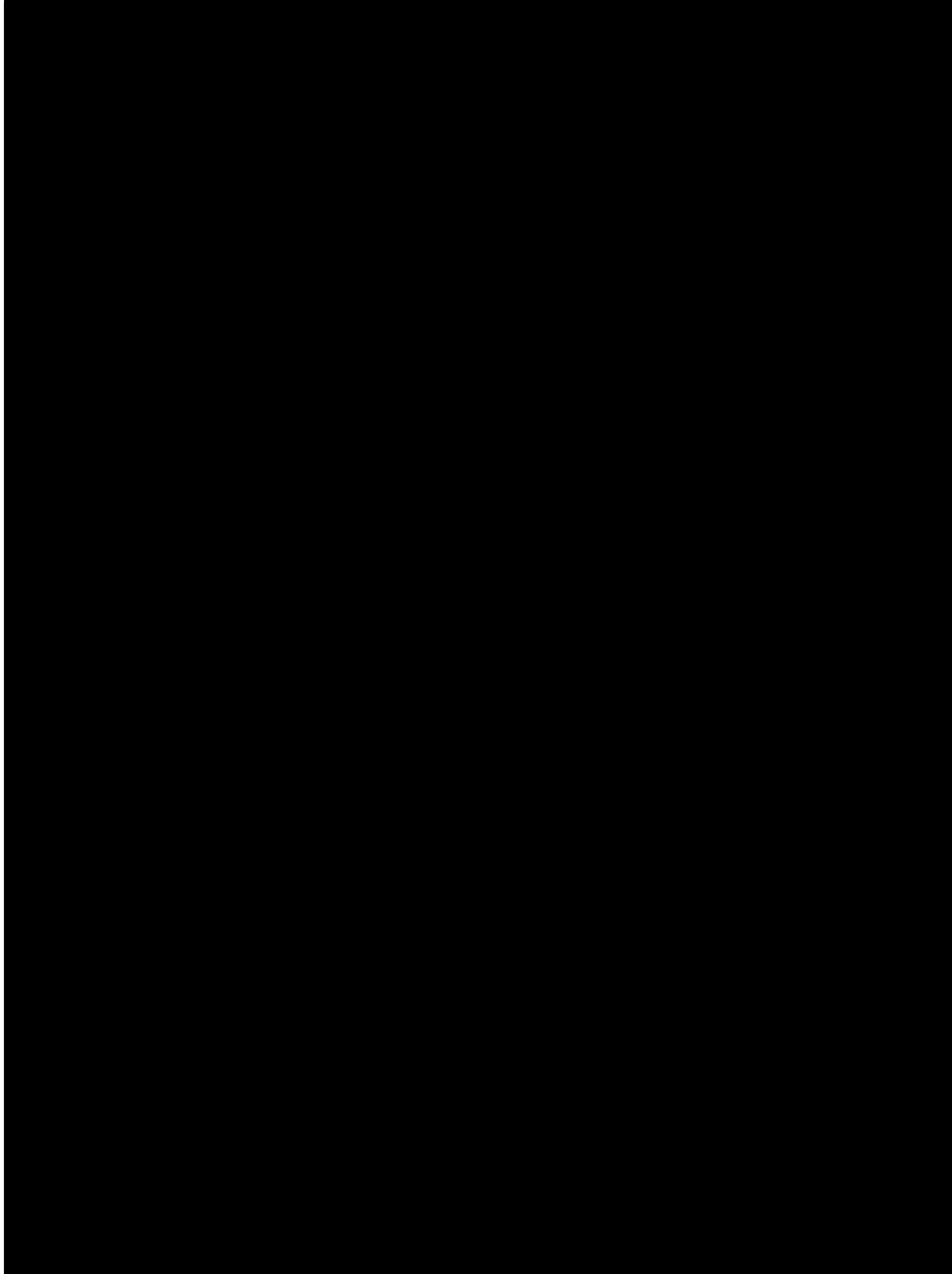


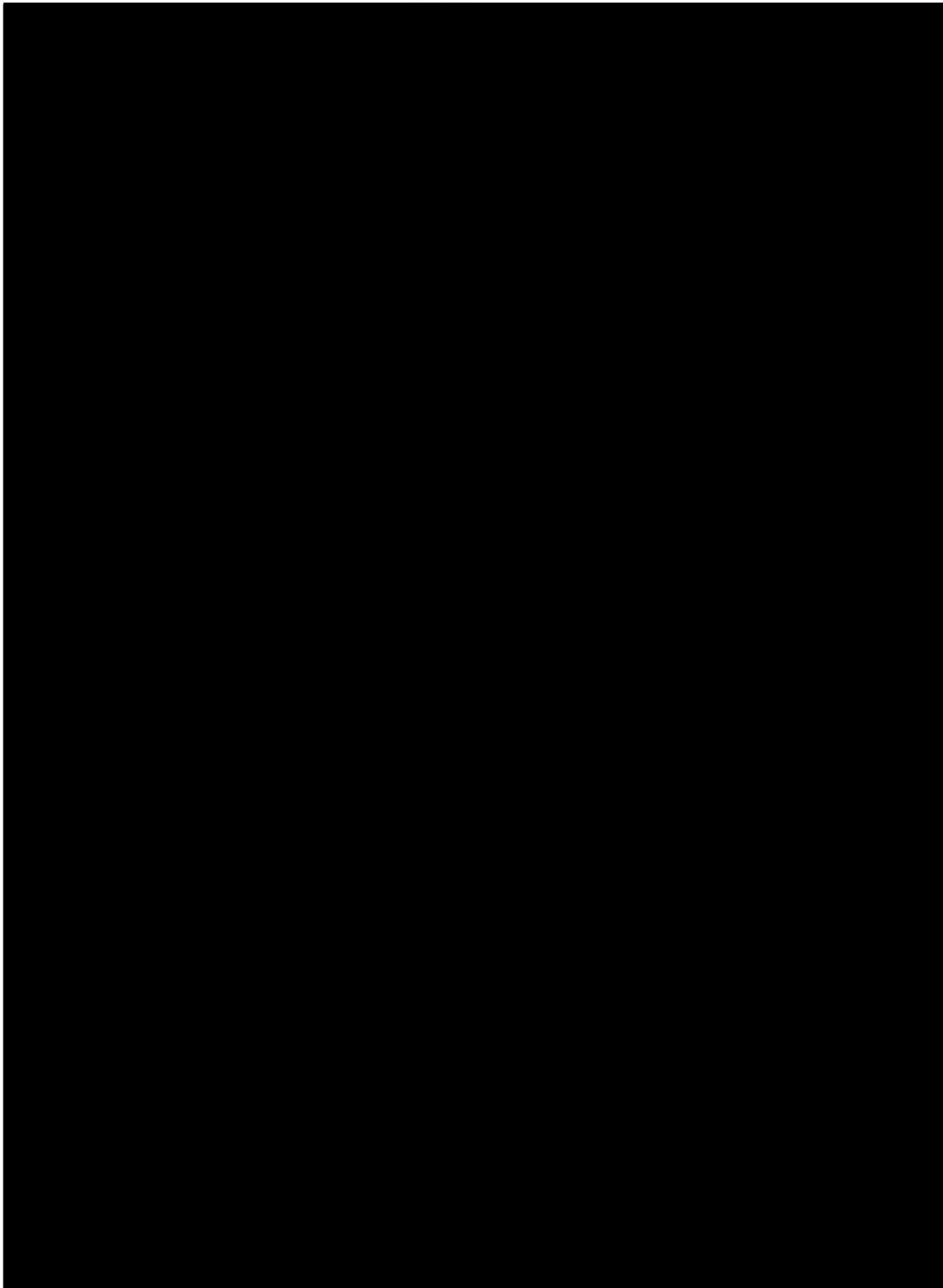


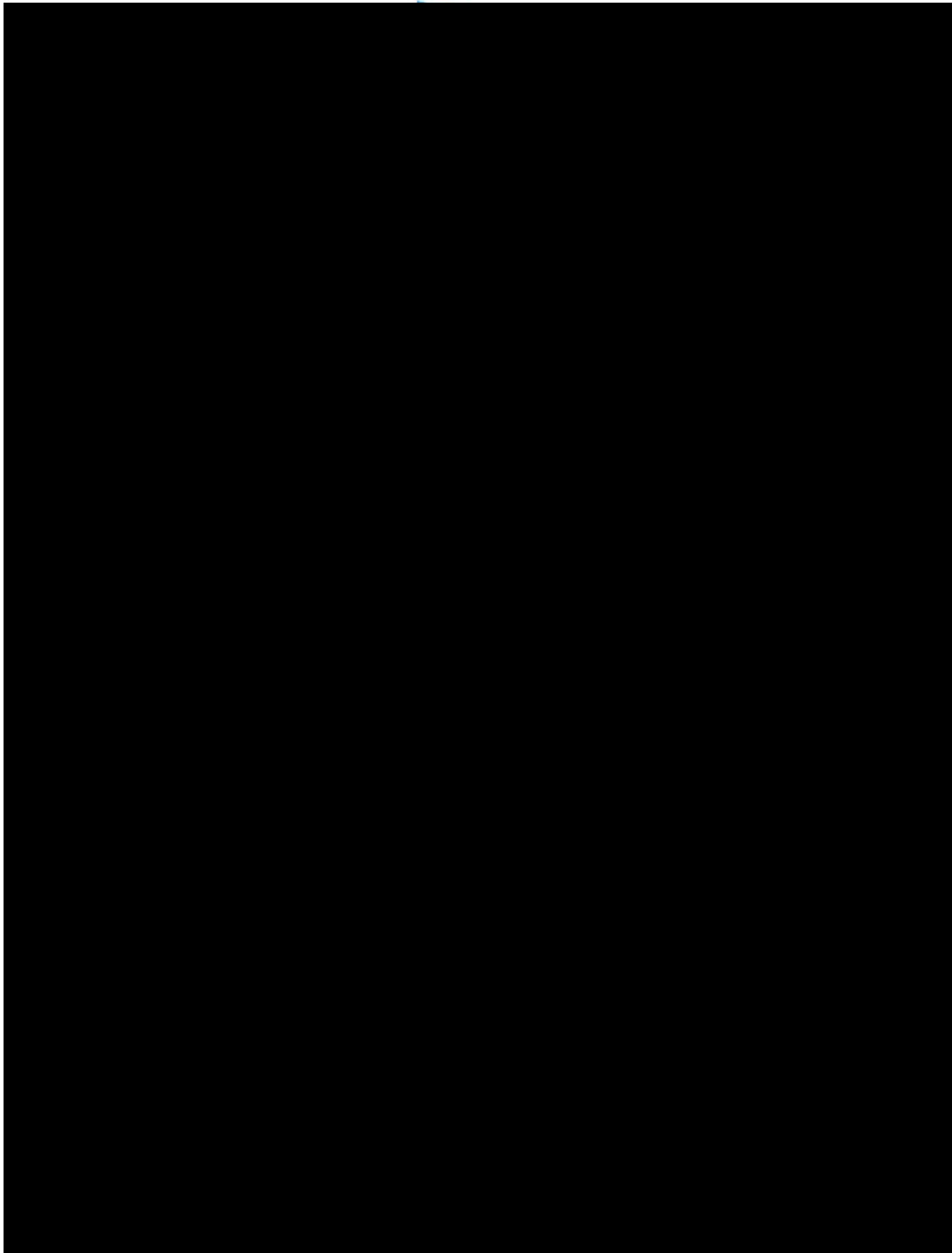






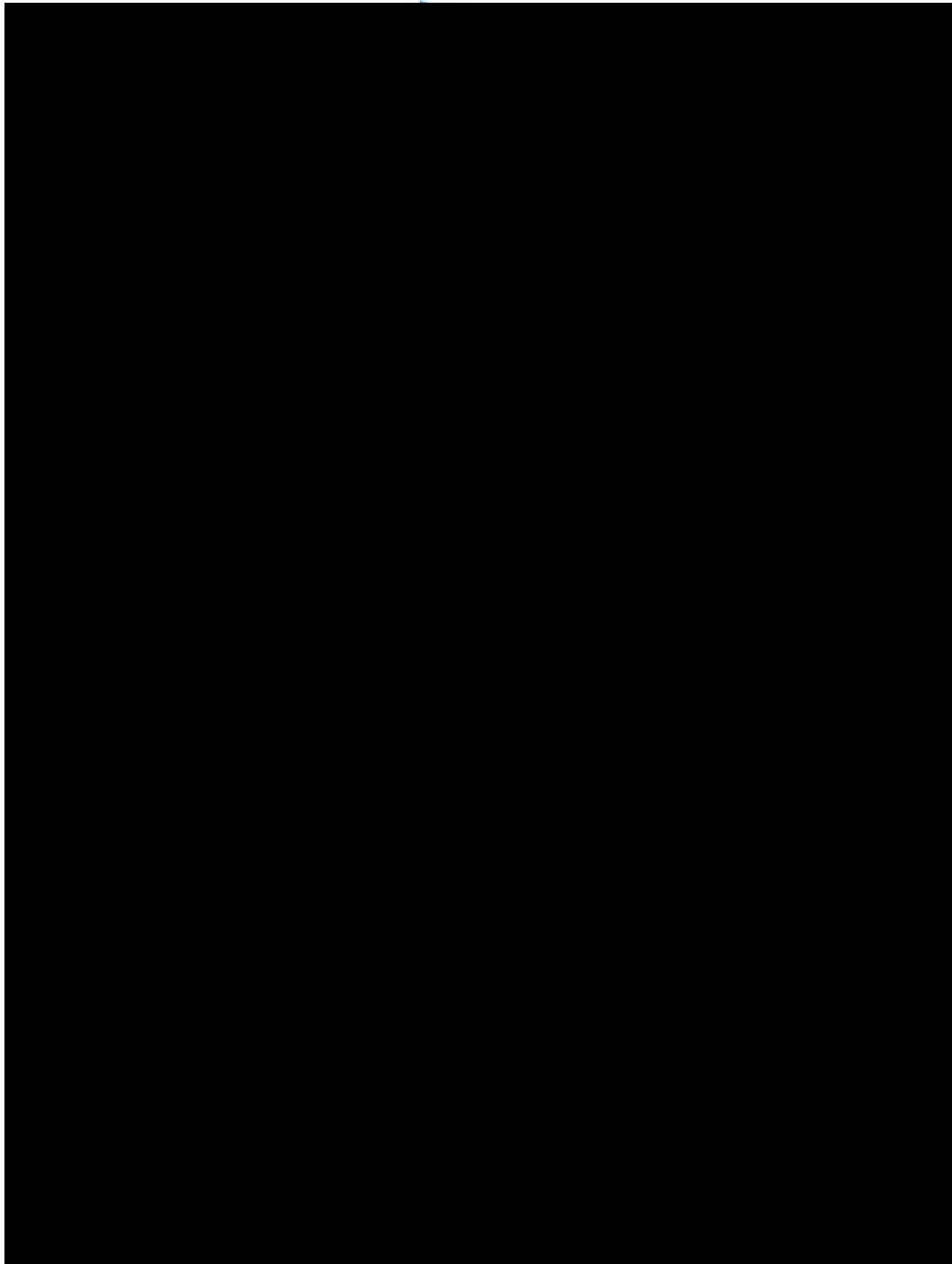


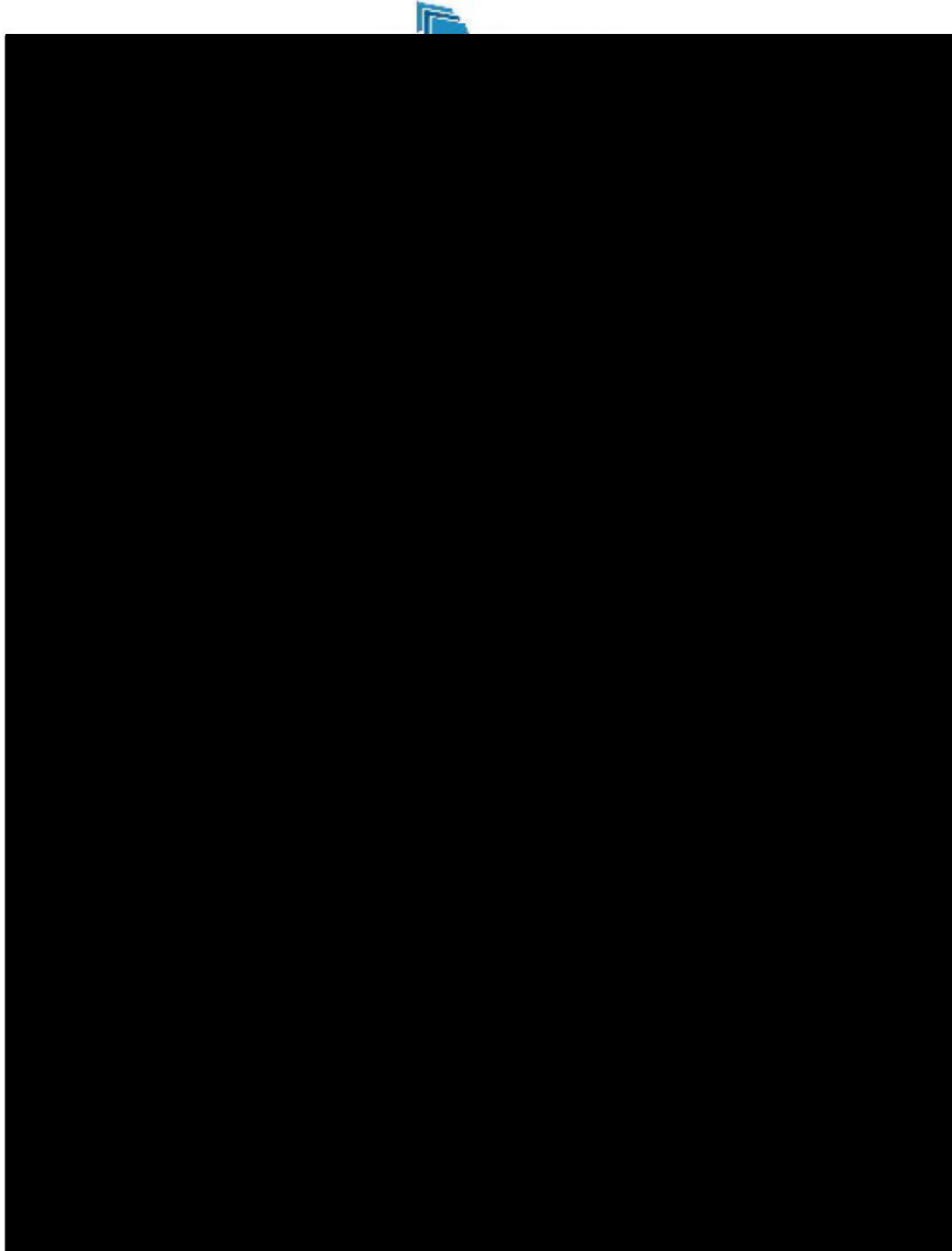


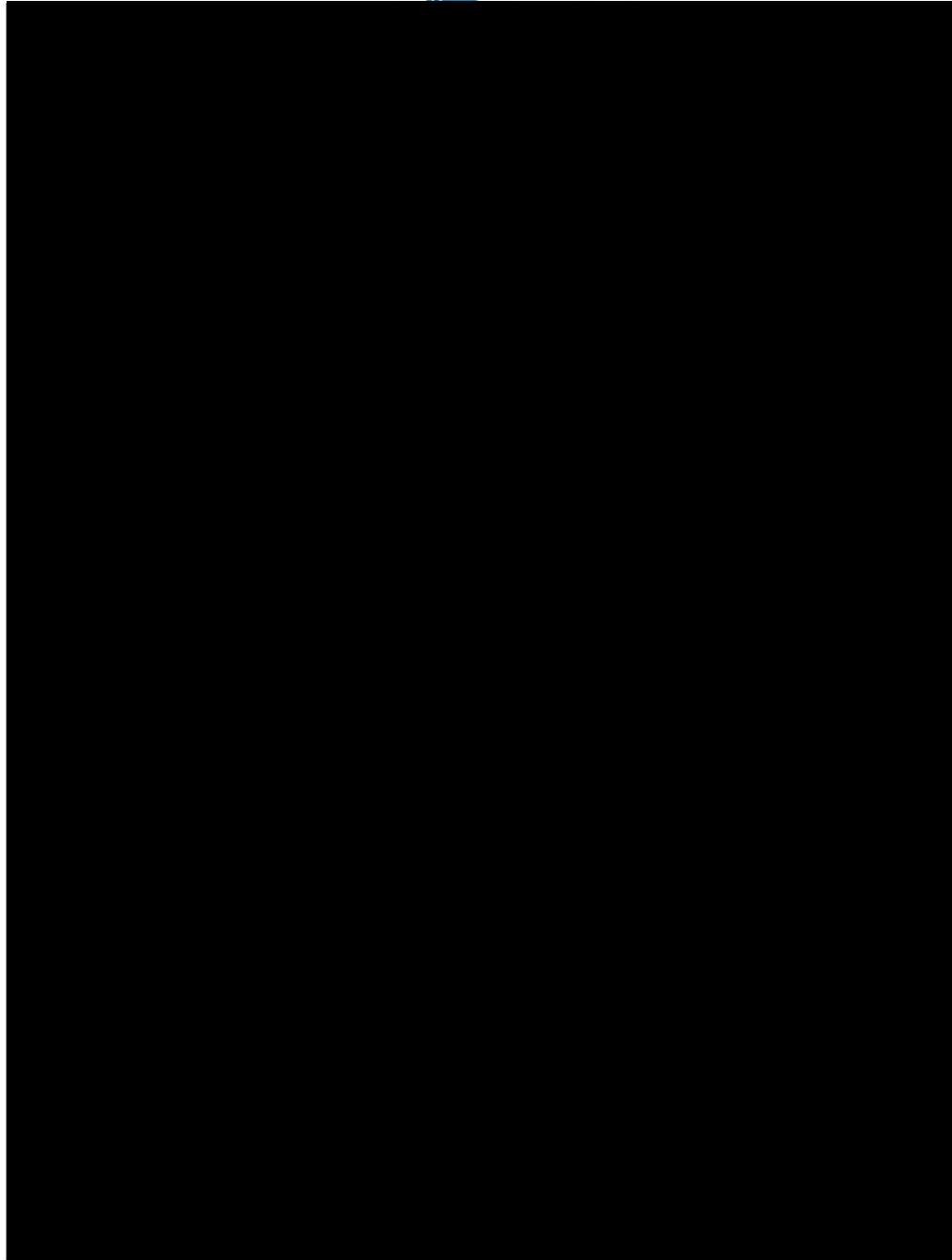


Sheridan High School

8



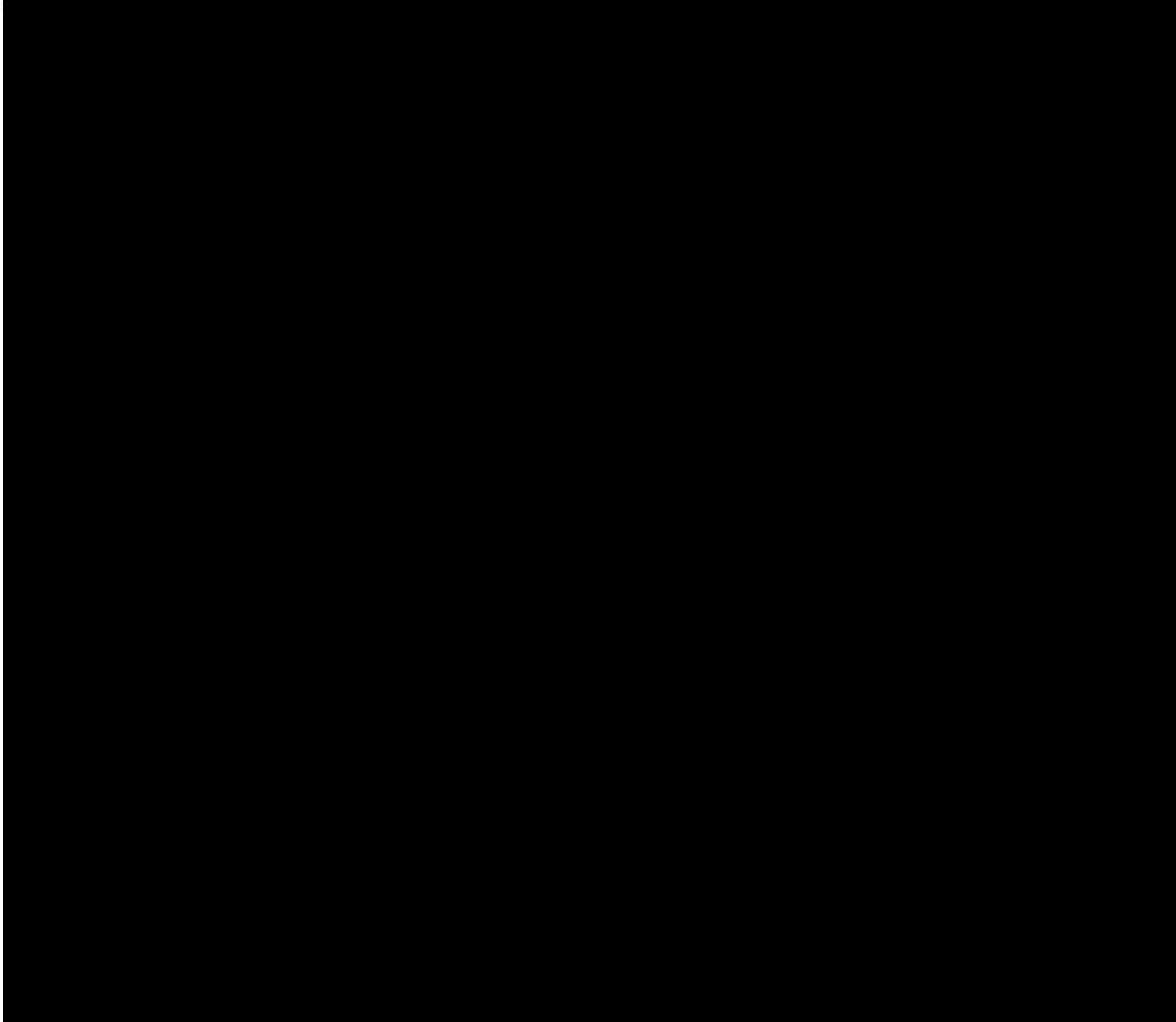




Rusted curb flange; rusted fasteners

Sheridan High School

11





CLOSE SALE

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

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

Close Sale

Flow chart 2: RoofConnect's Quotation/Proposal Process

Step 1

- RFP for Roofing Project with Equalis Group Member is received
- Sales Account Manager reviews and submits request to technical services department
- Project Manager outlines initial needs of Equalis Group Member

Step 2

- Project Manager will then determine RoofConnect contractor or multiple contractor's needed to provide proposal for Equalis Group Member

Step 3

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

Step 4

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

Step 5

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

Step 6

- Submit Final Proposal and RoofConnect proposal to Equalis Group Member for review and acceptance

Step 7

- Equalis Group Member accepts proposal
- Job Start is scheduled



Manage Relationship

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

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

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



38. Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

RoofConnect acknowledges the request and will provides permission to reproduce our logo in a high-resolution digital or print format for use in marketing communications and promotions of the Equalis Group contract.

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

\$1M in year one

\$3M in year two

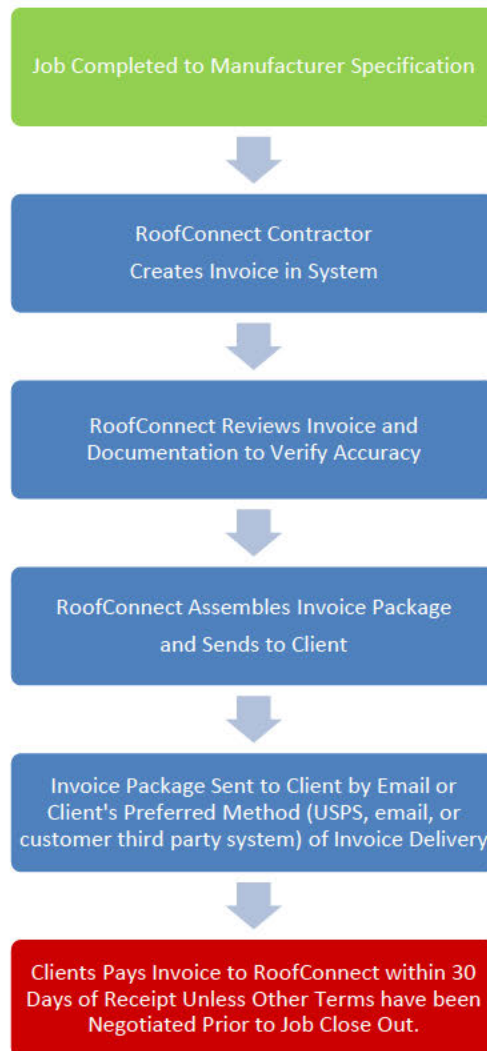
\$5.5M in year three

40. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

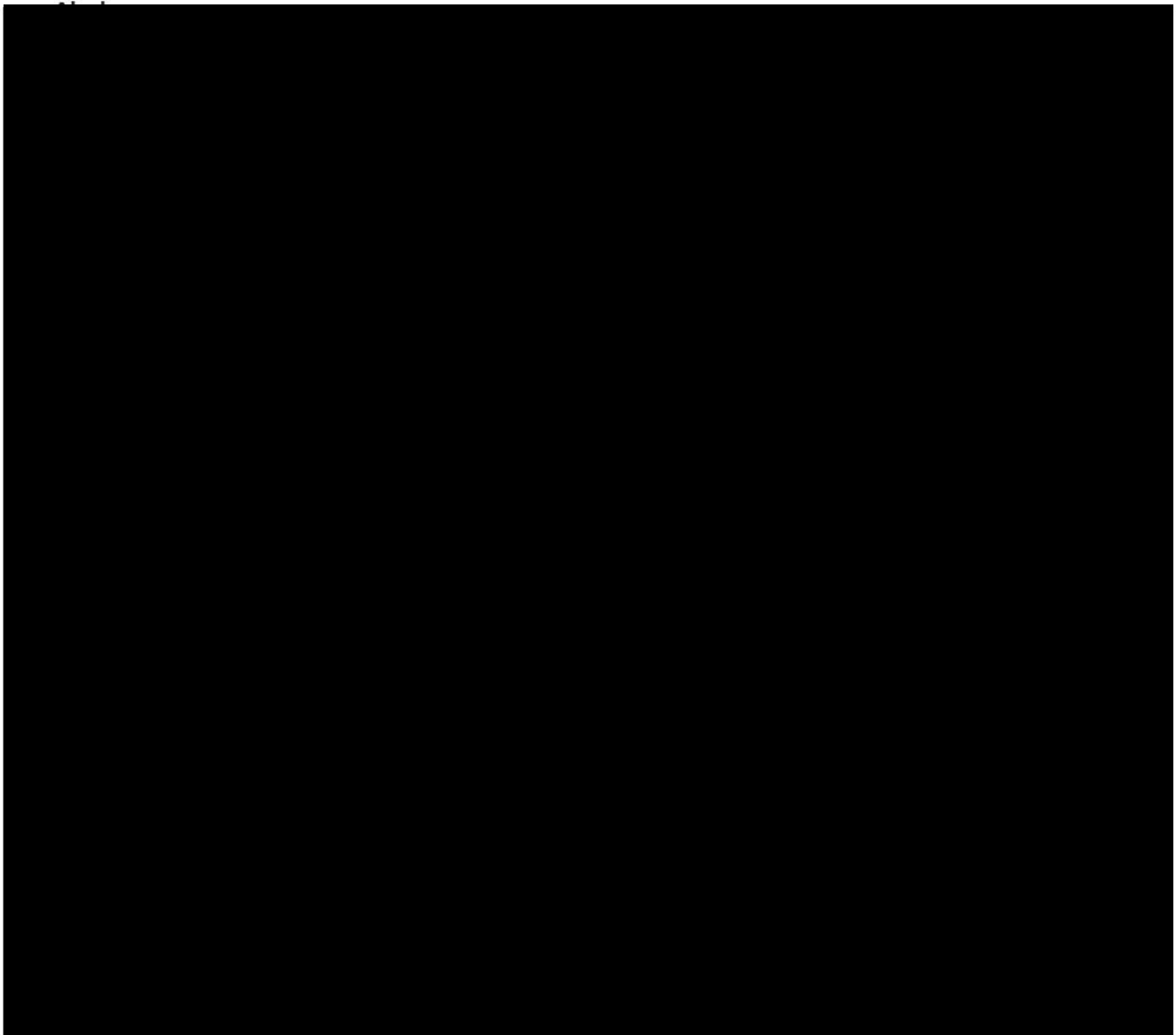
RoofConnect's database is an online system that provides customer portal access for each individual client. RoofConnect will provide access to Equalis Group or other participating public agencies to this online Customer Portal. The access into the portal will allow Equalis Group and/or participating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



RoofConnect Invoice Process Flow:



Member Licenses



RAIN PROOF ROOFING
2201 E 84TH CT
ANCHORAGE, AK 99507-3146

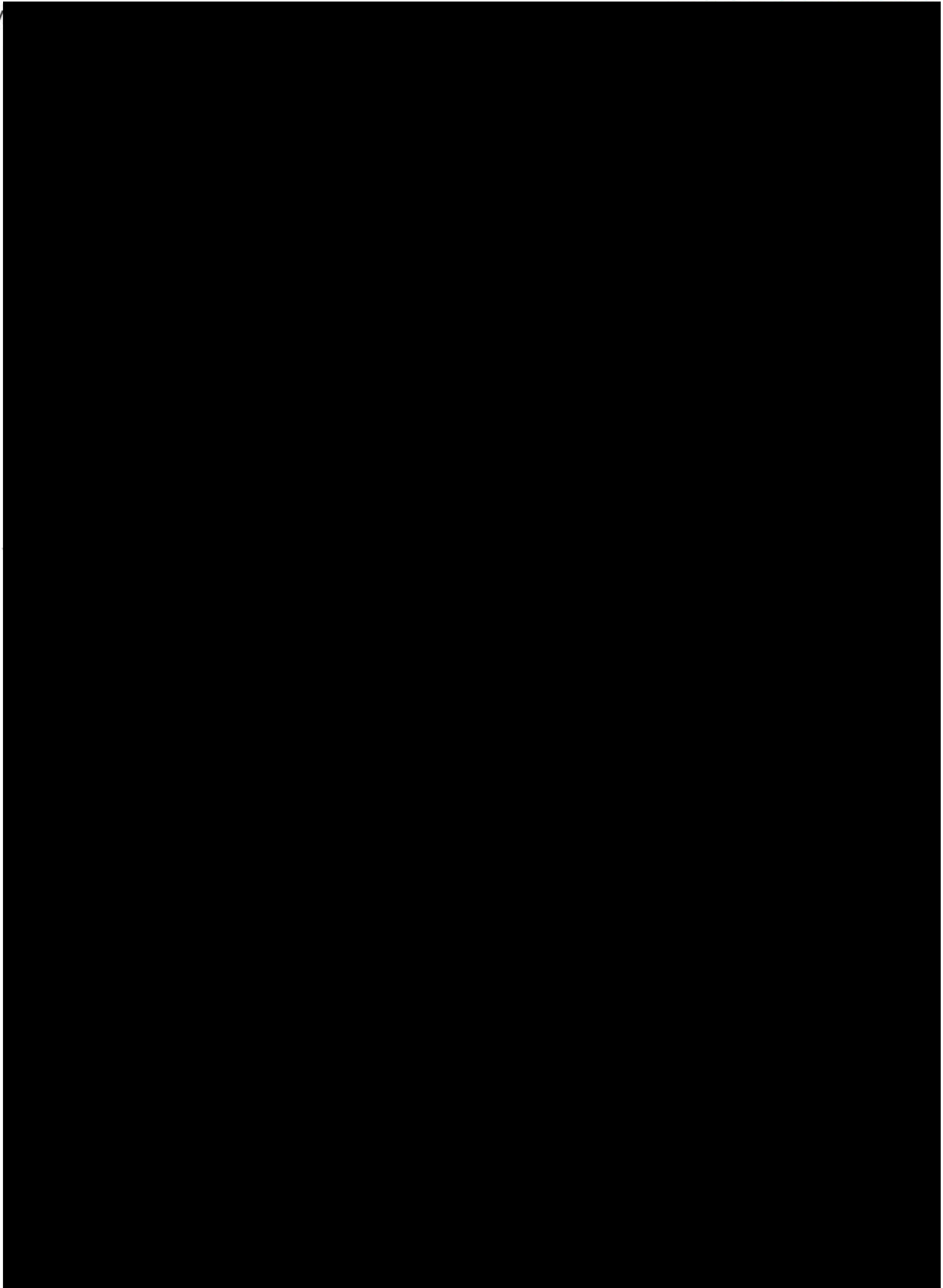
Wallet Card

State of Alaska Department of Commerce, Community, and Economic Development Division of Corporations, Business, and Professional Licensing Regulation of Construction Contractors and Home Inspectors RPR, INC DBA: RAIN PROOF ROOFING As General Contractor Without Residential Contractor Endorsement		
License CONE35853	Effective 11/09/2018	Expires 12/31/2020

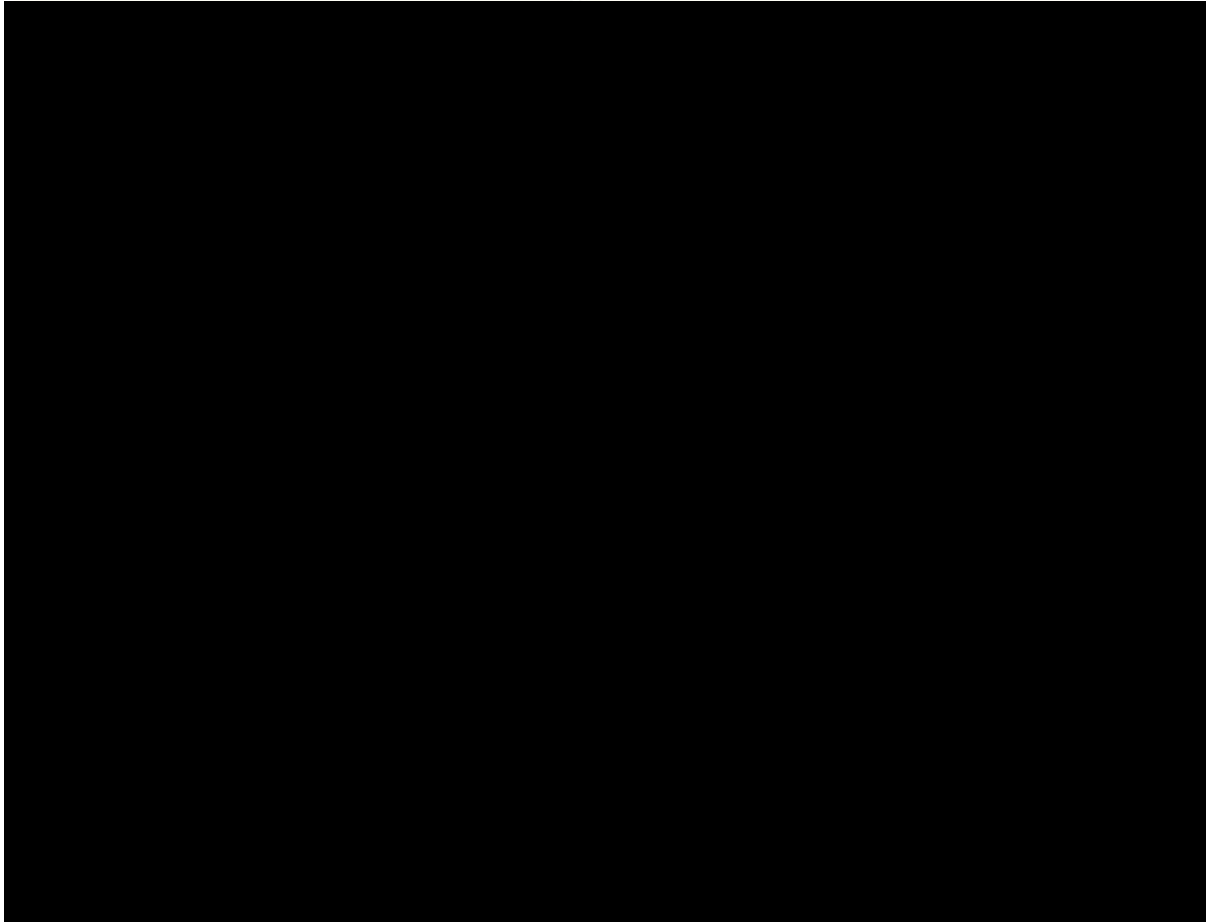
Member Licenses



M



Member Licenses
Arizona



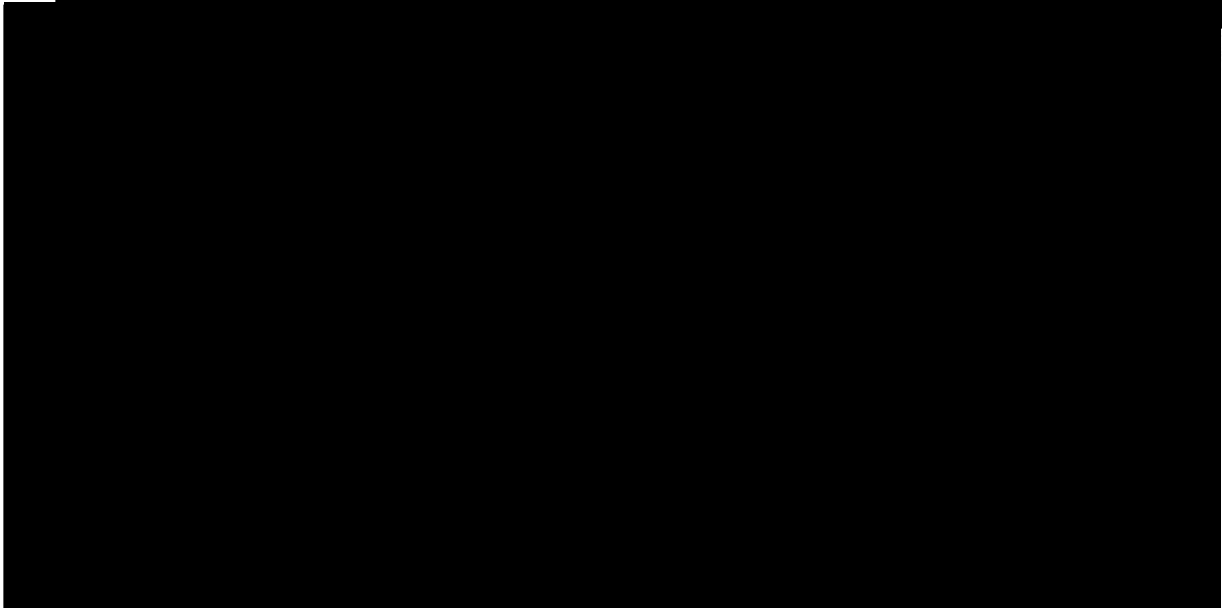
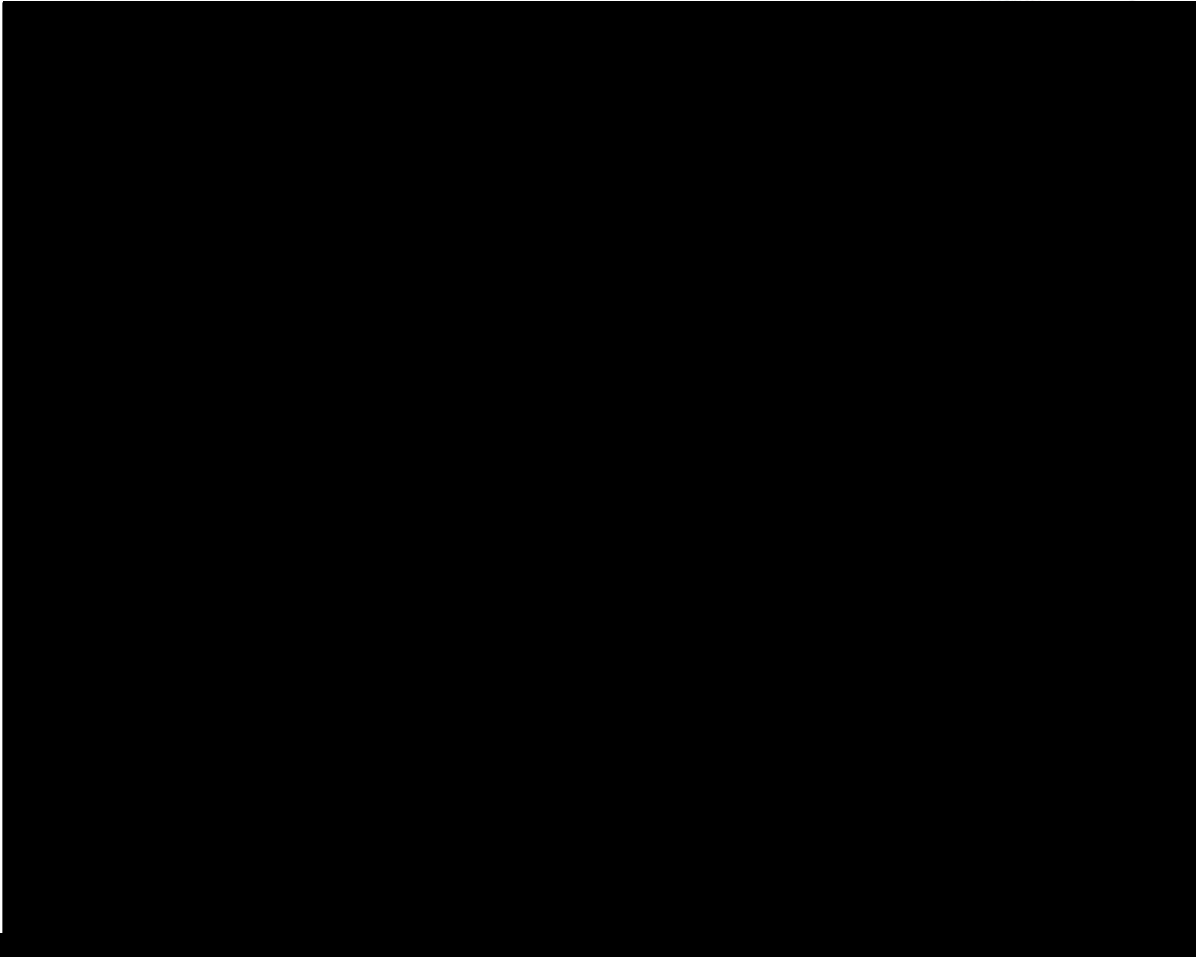
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Member Licenses
California

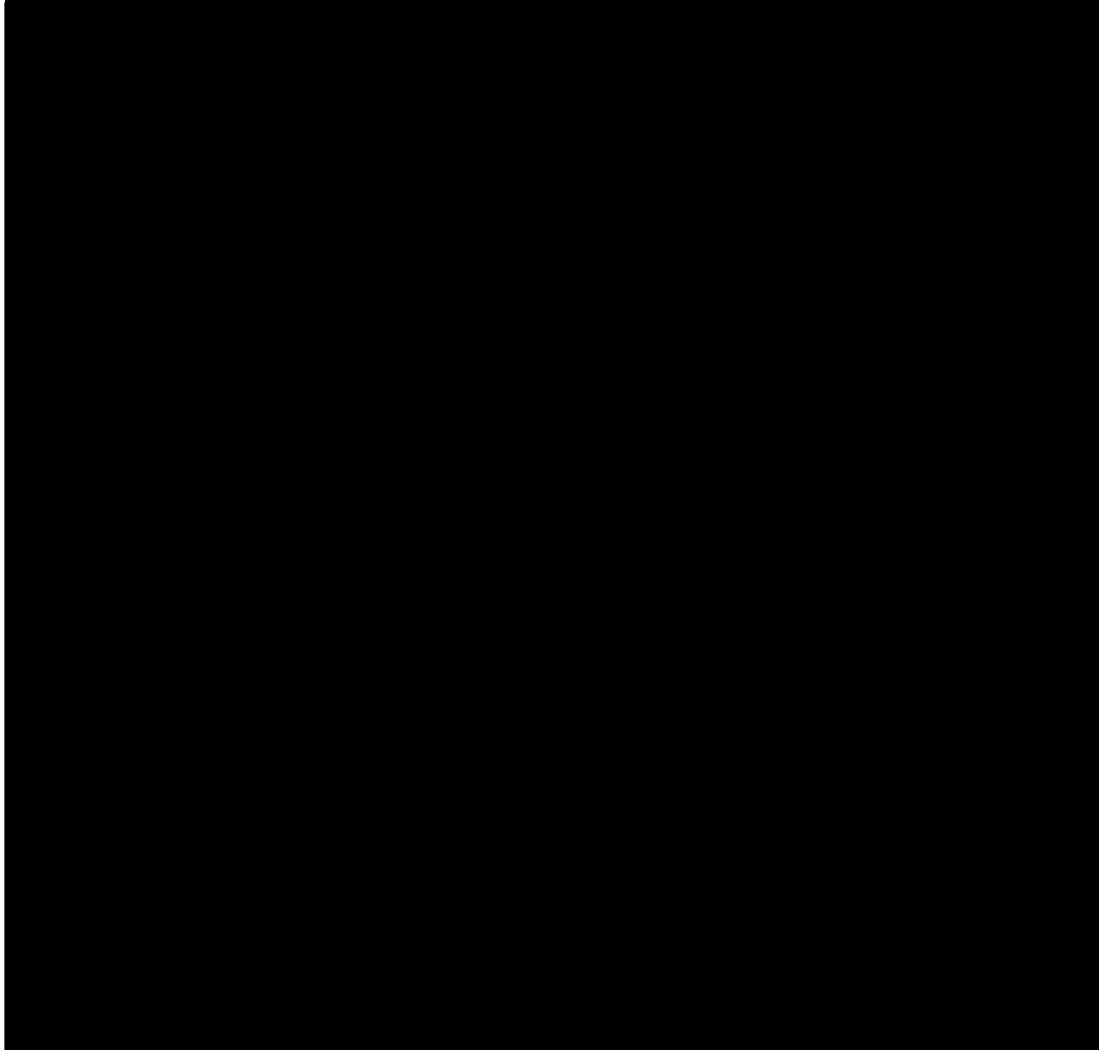


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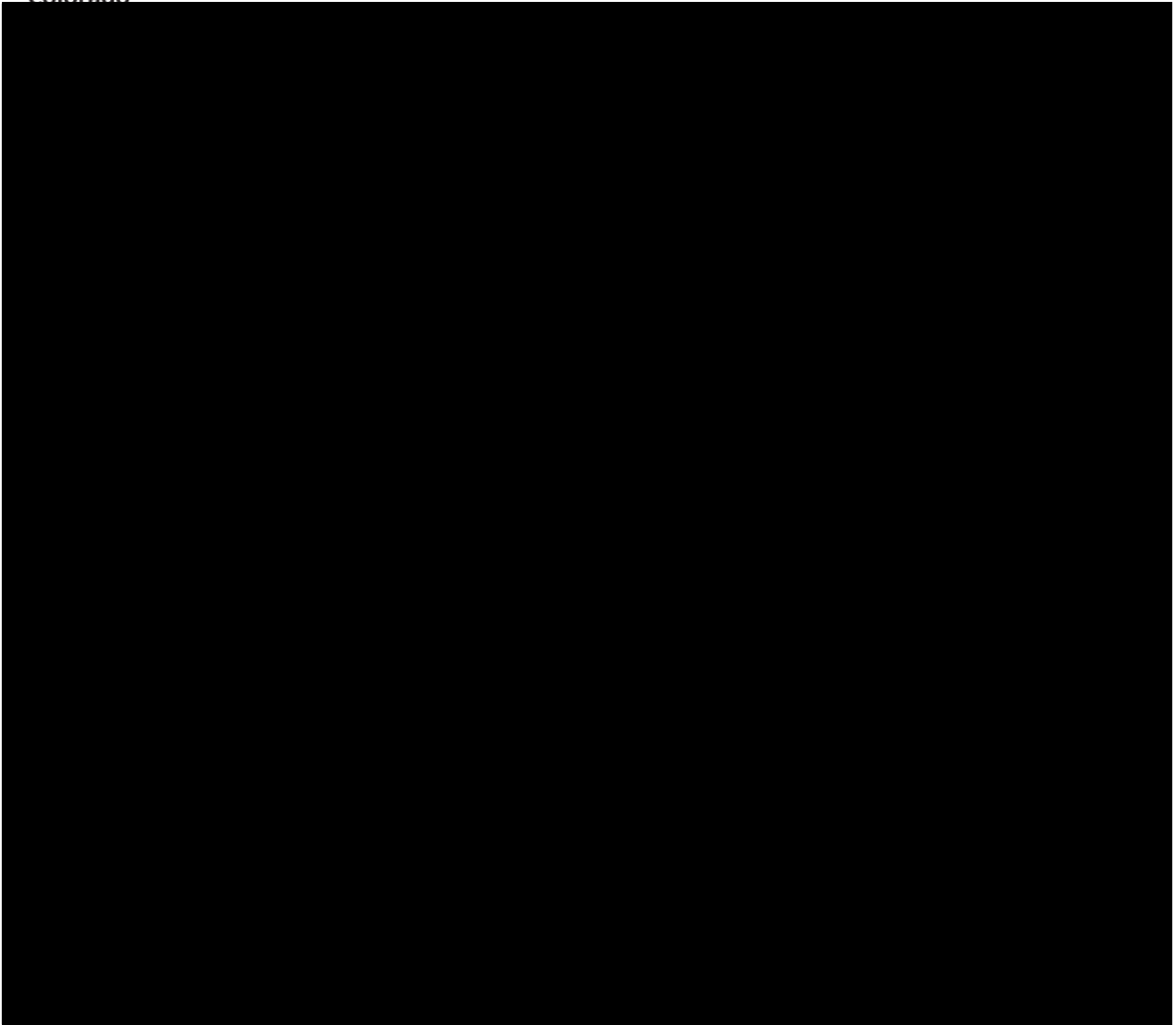
California



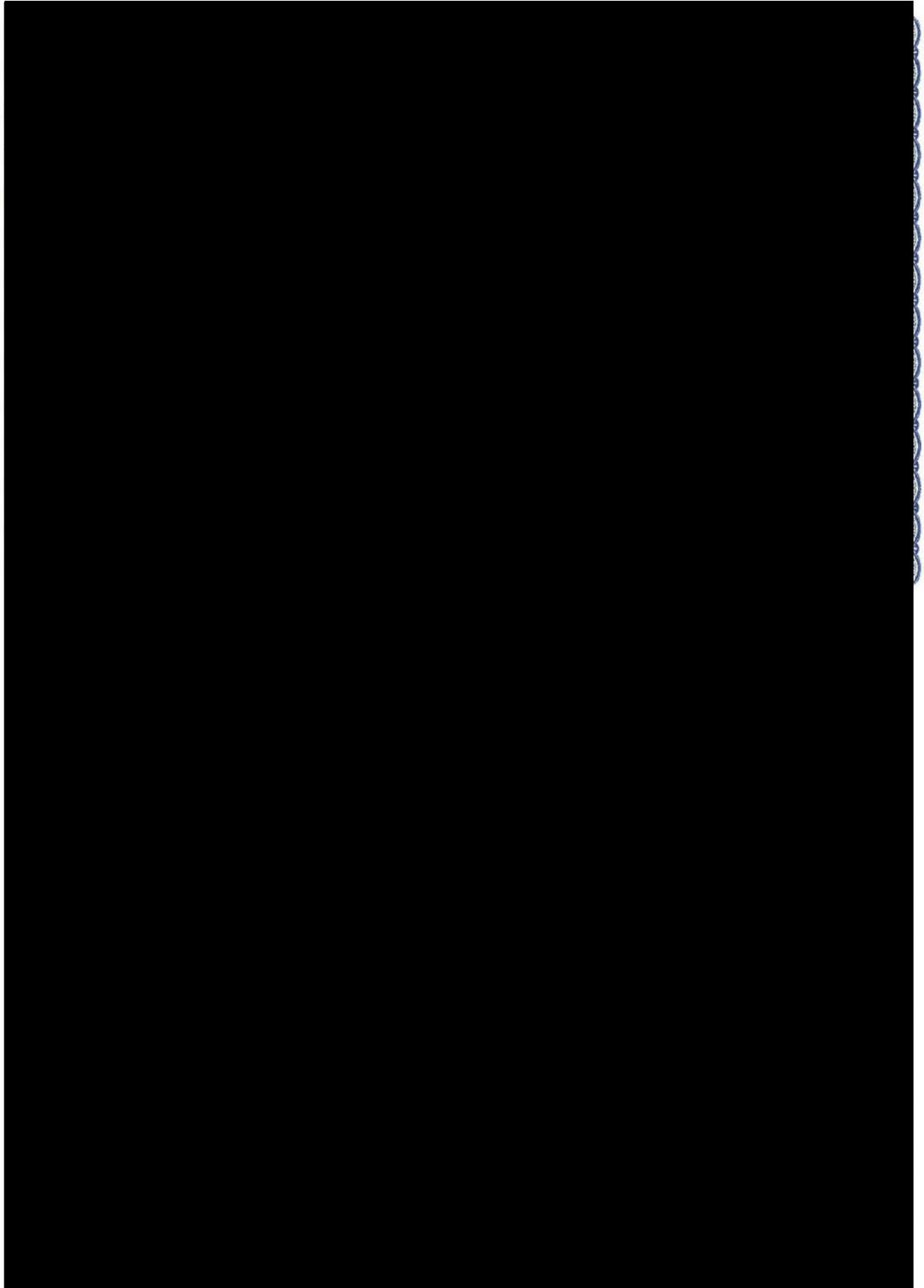
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Member Licenses
Colorado

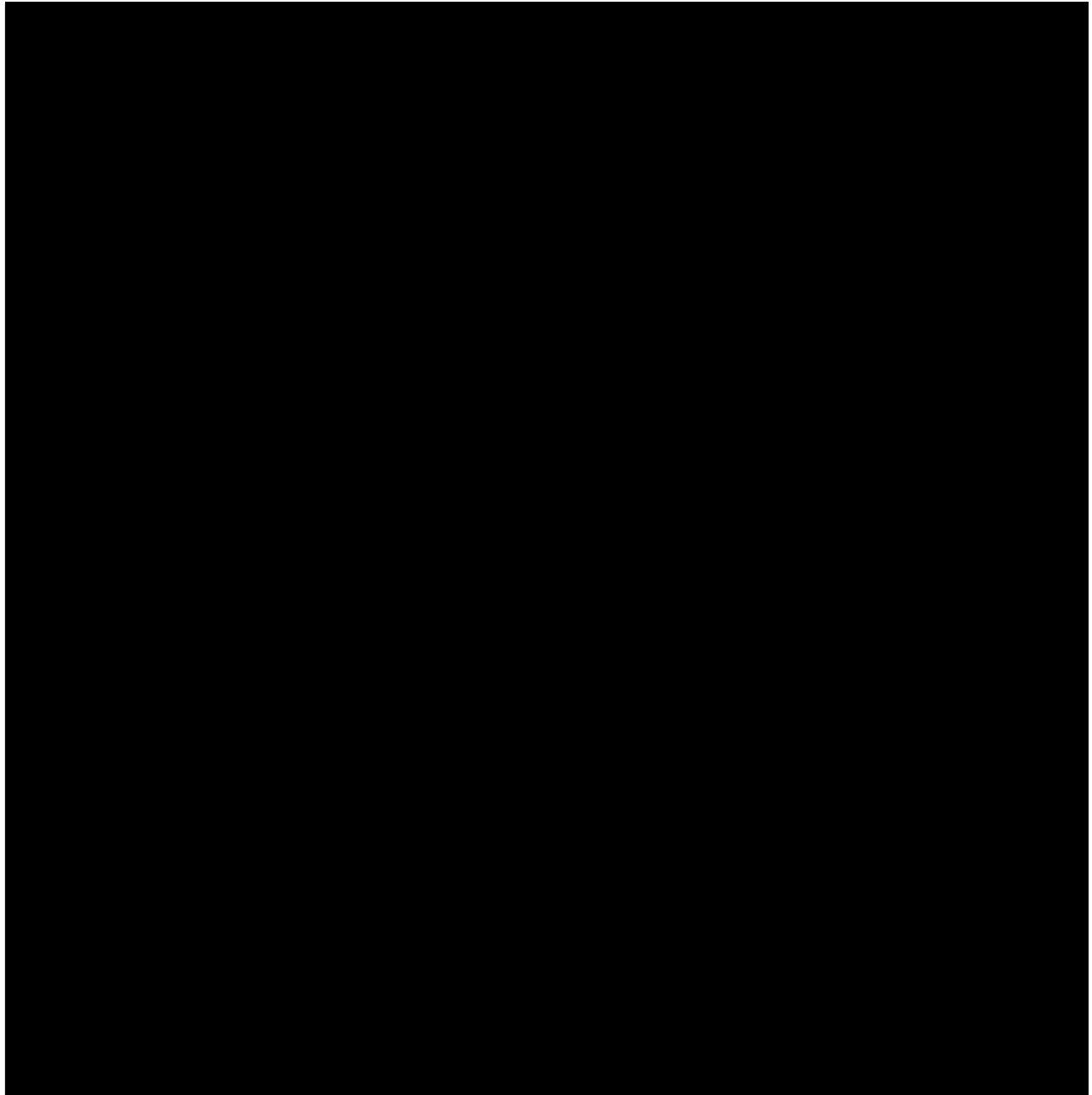


Member Licenses
Connecticut



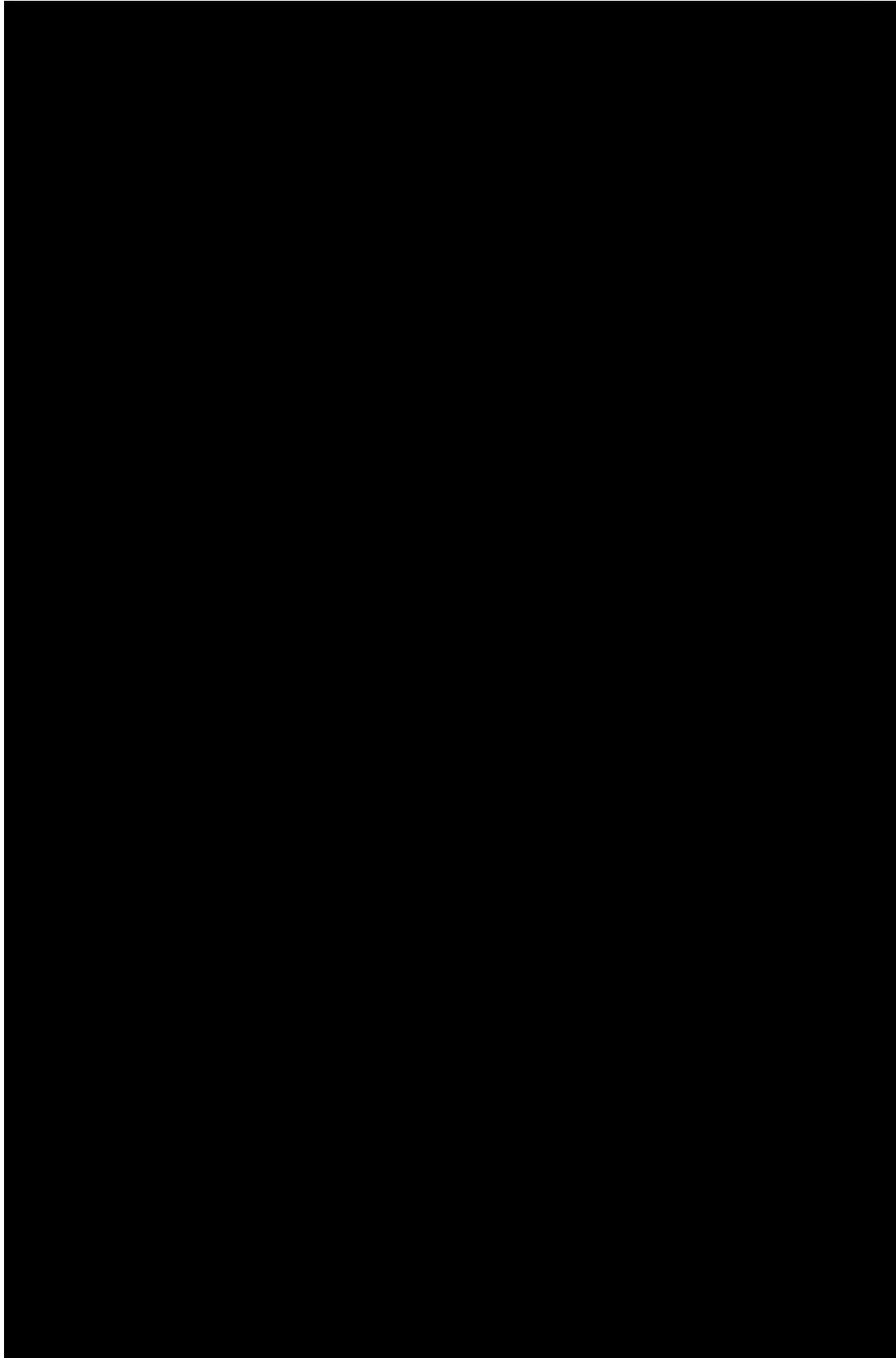
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Connecticut



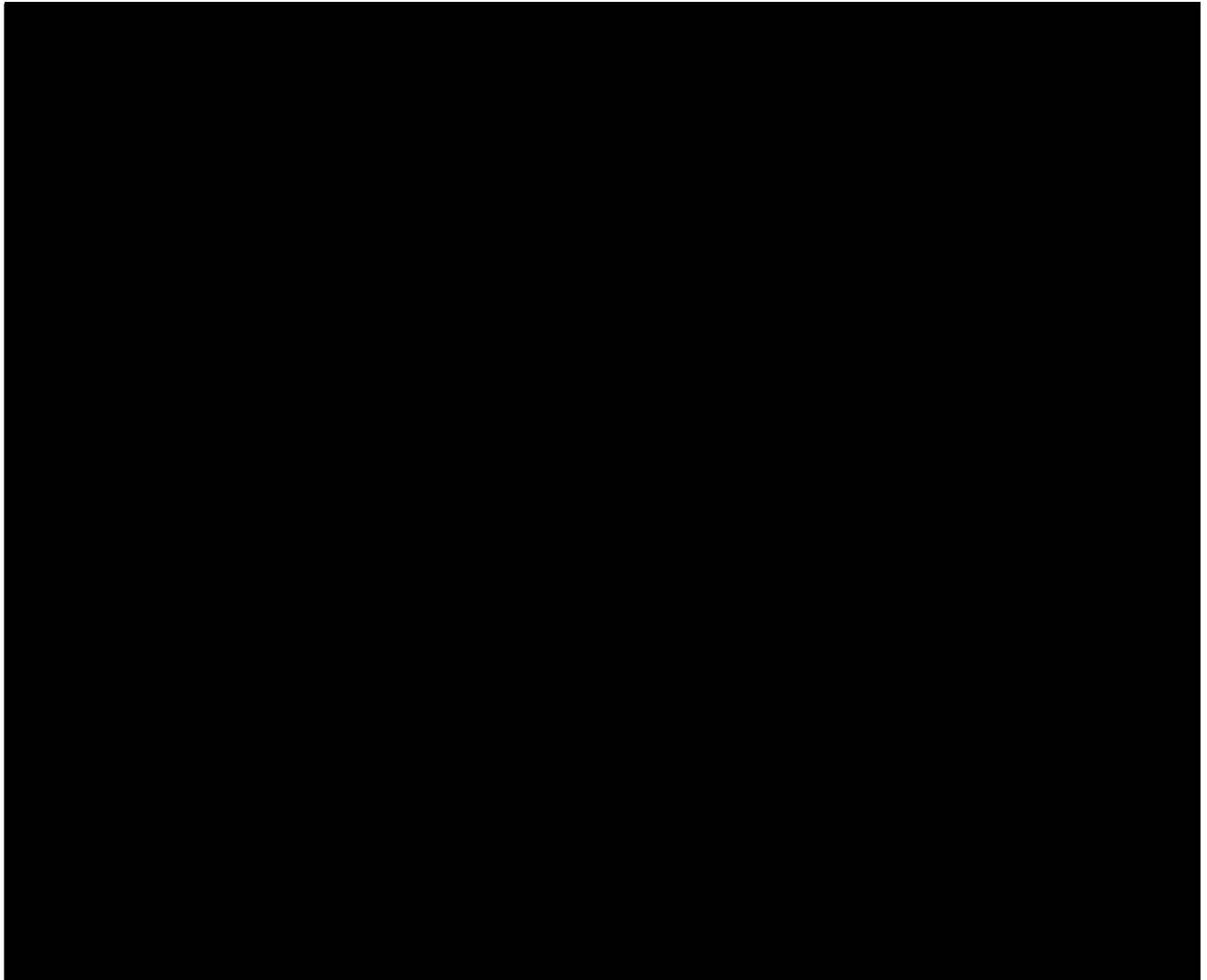
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Florida



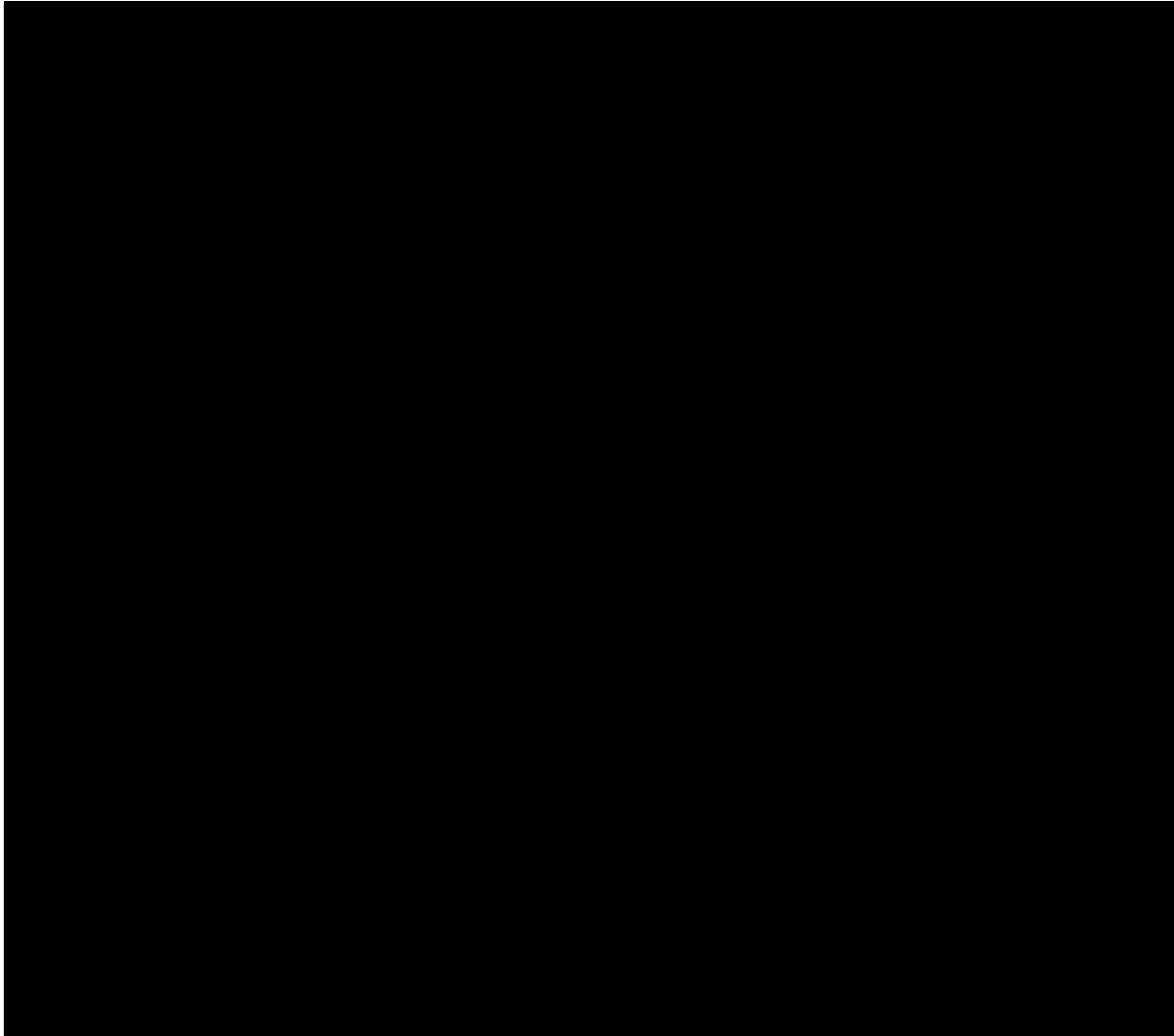
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Florida



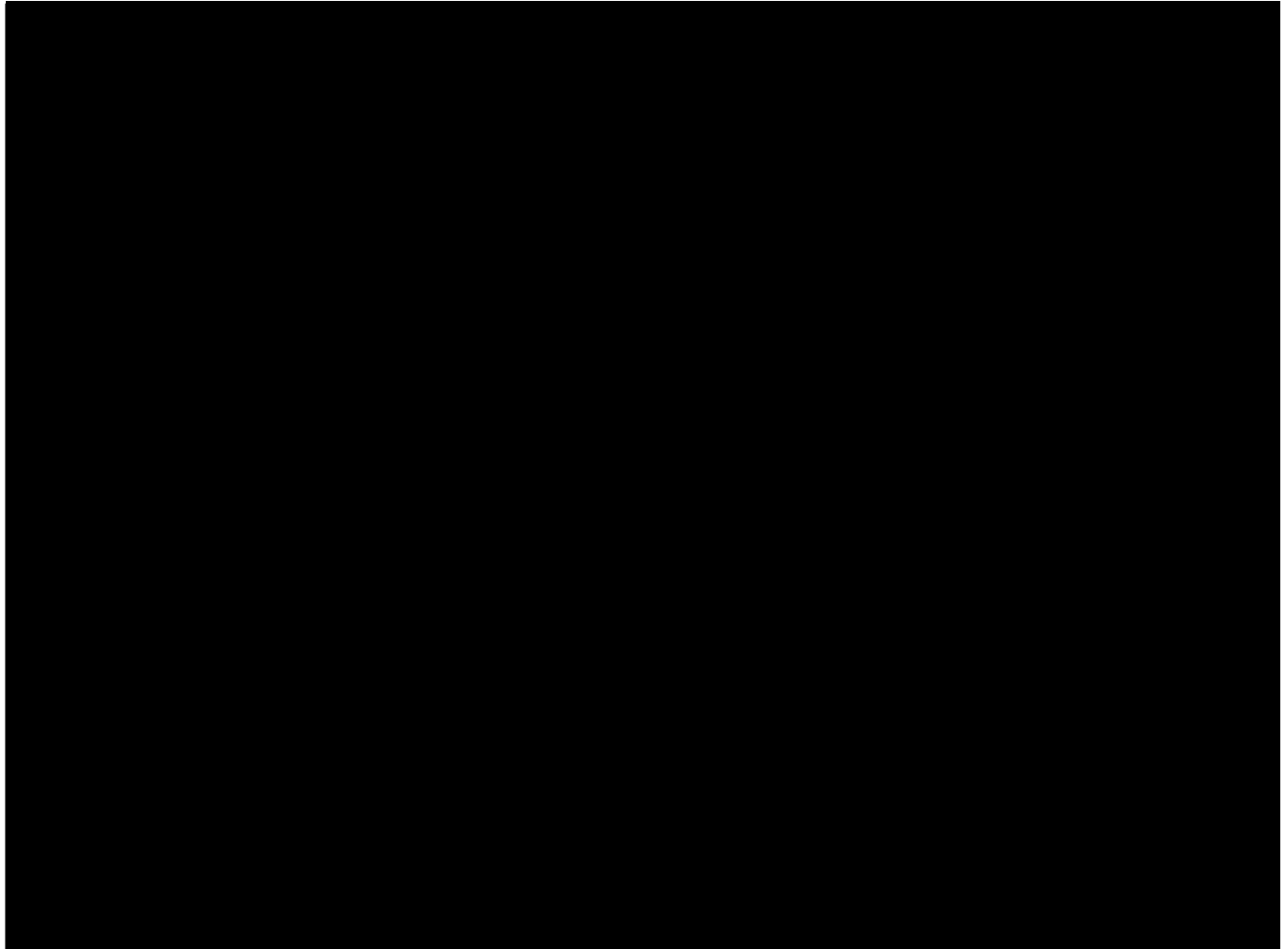
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Georgia



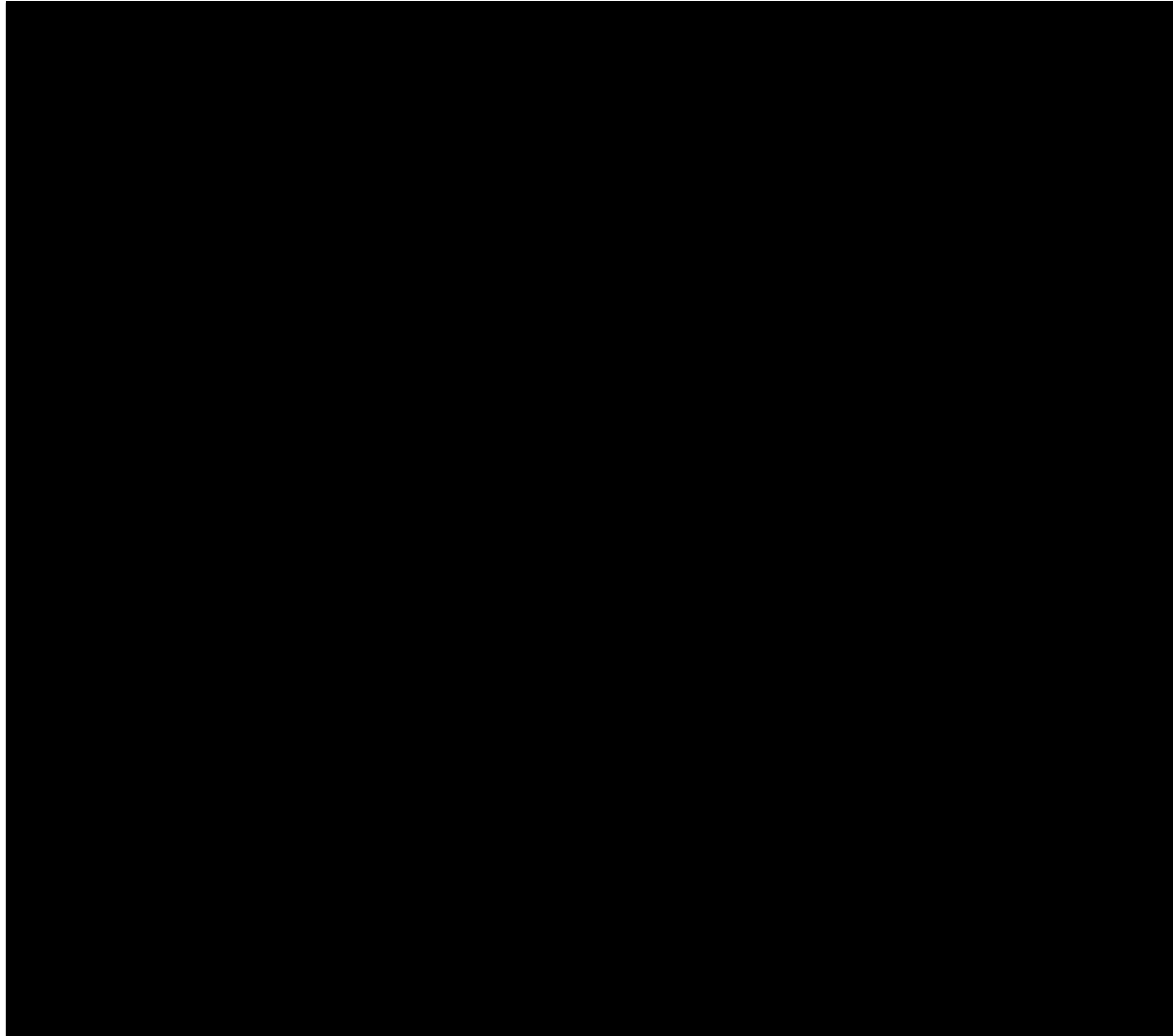
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Hawaii



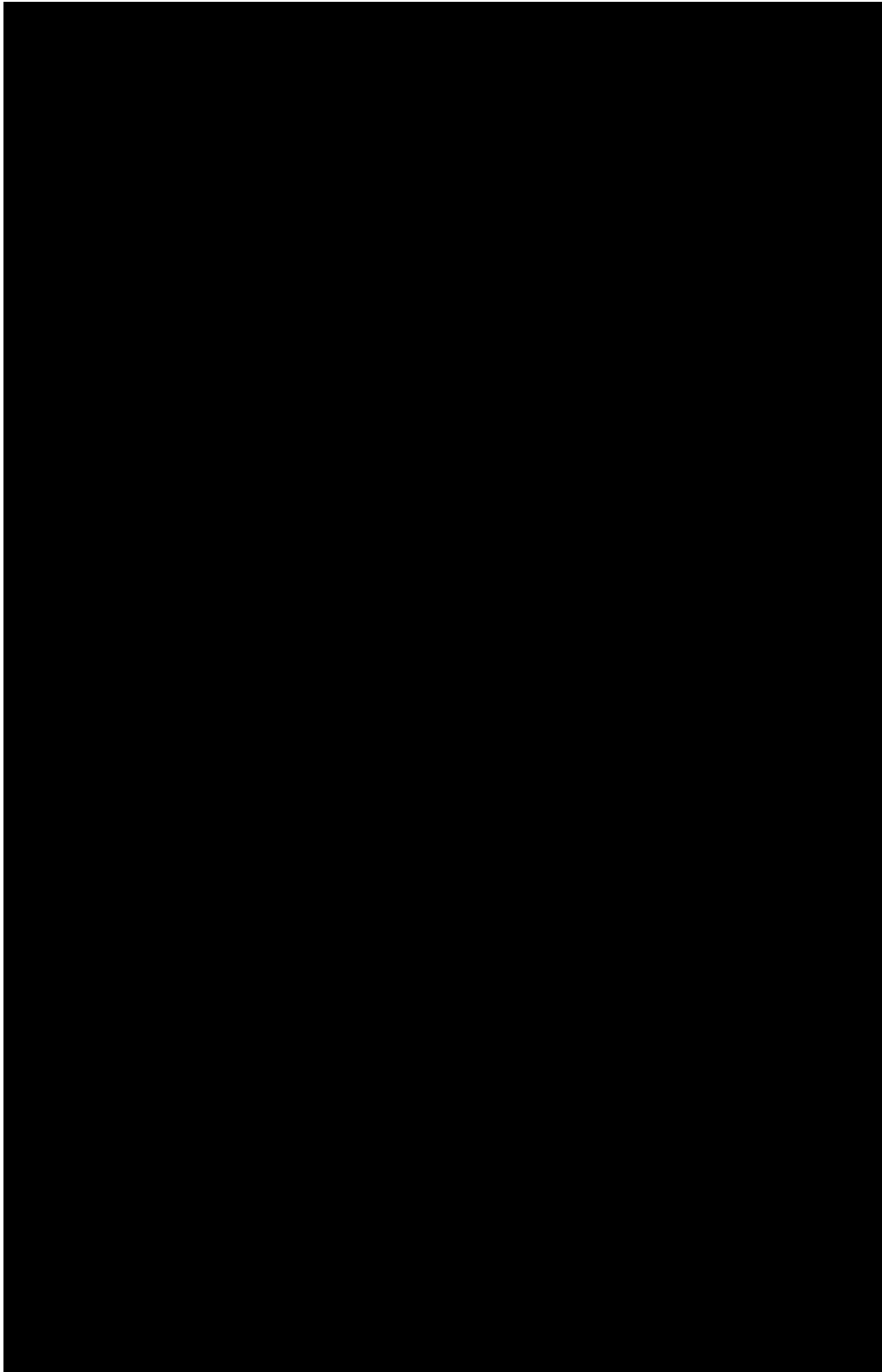
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Iowa



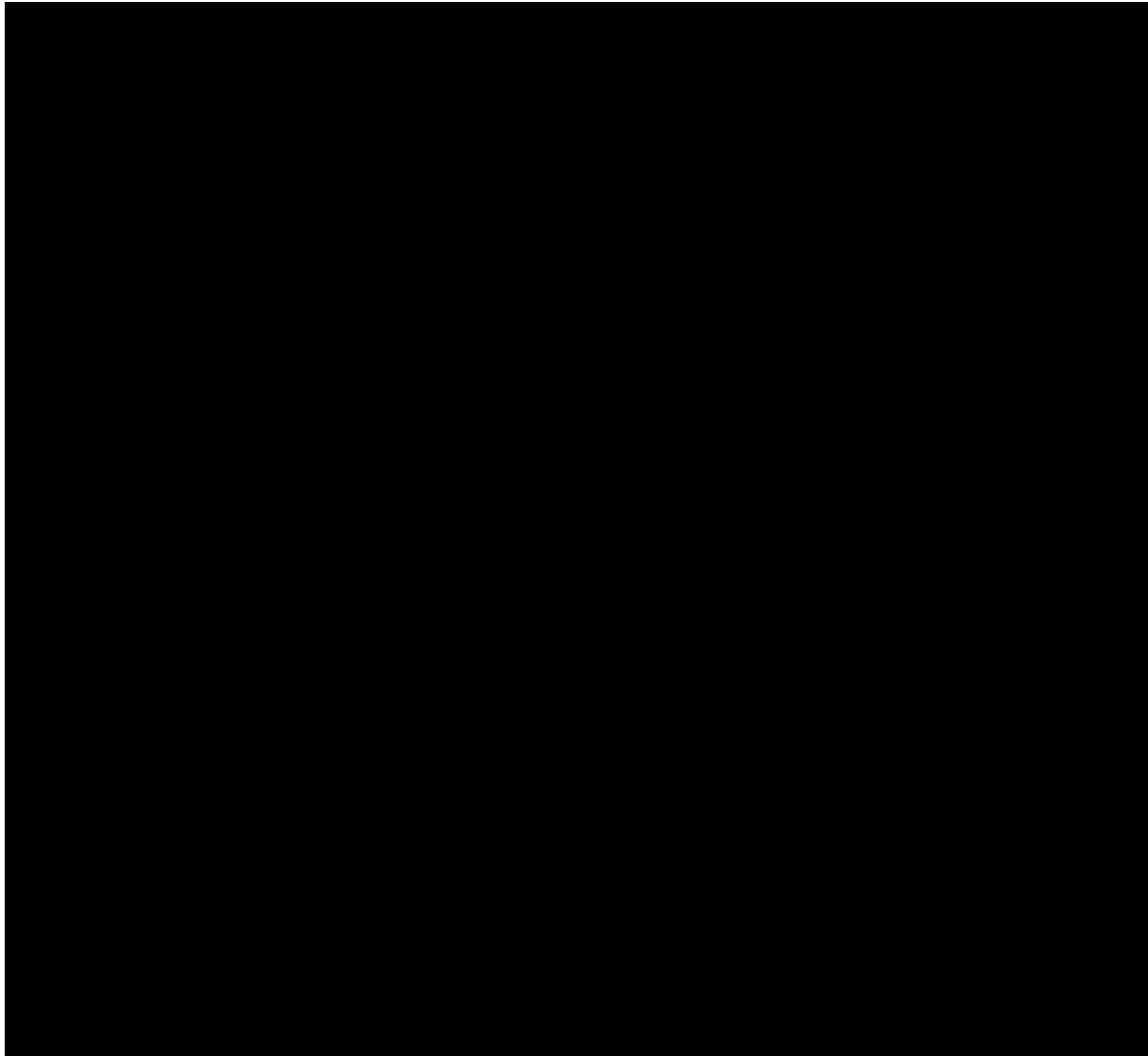
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Illinois



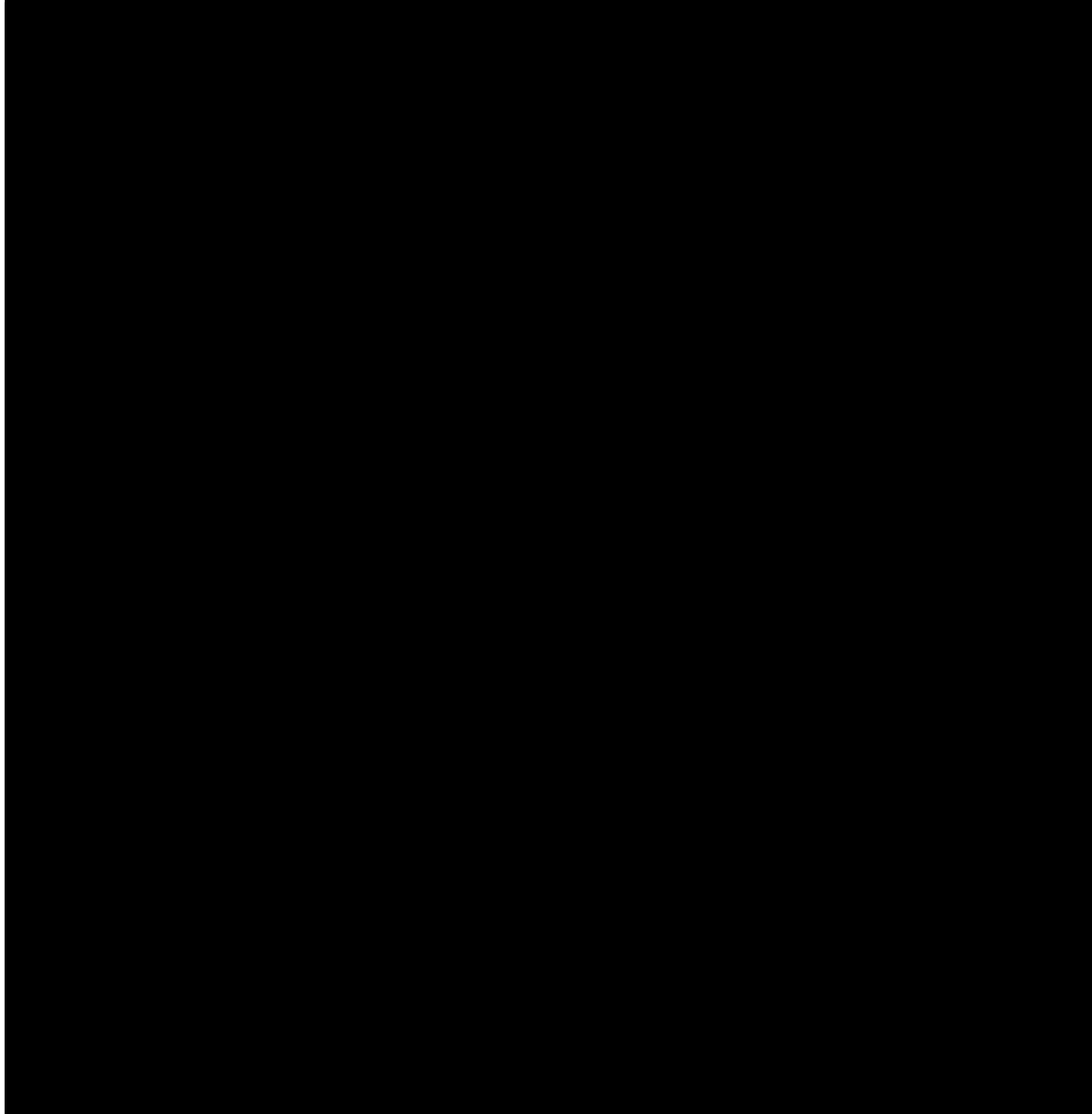
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Indiana



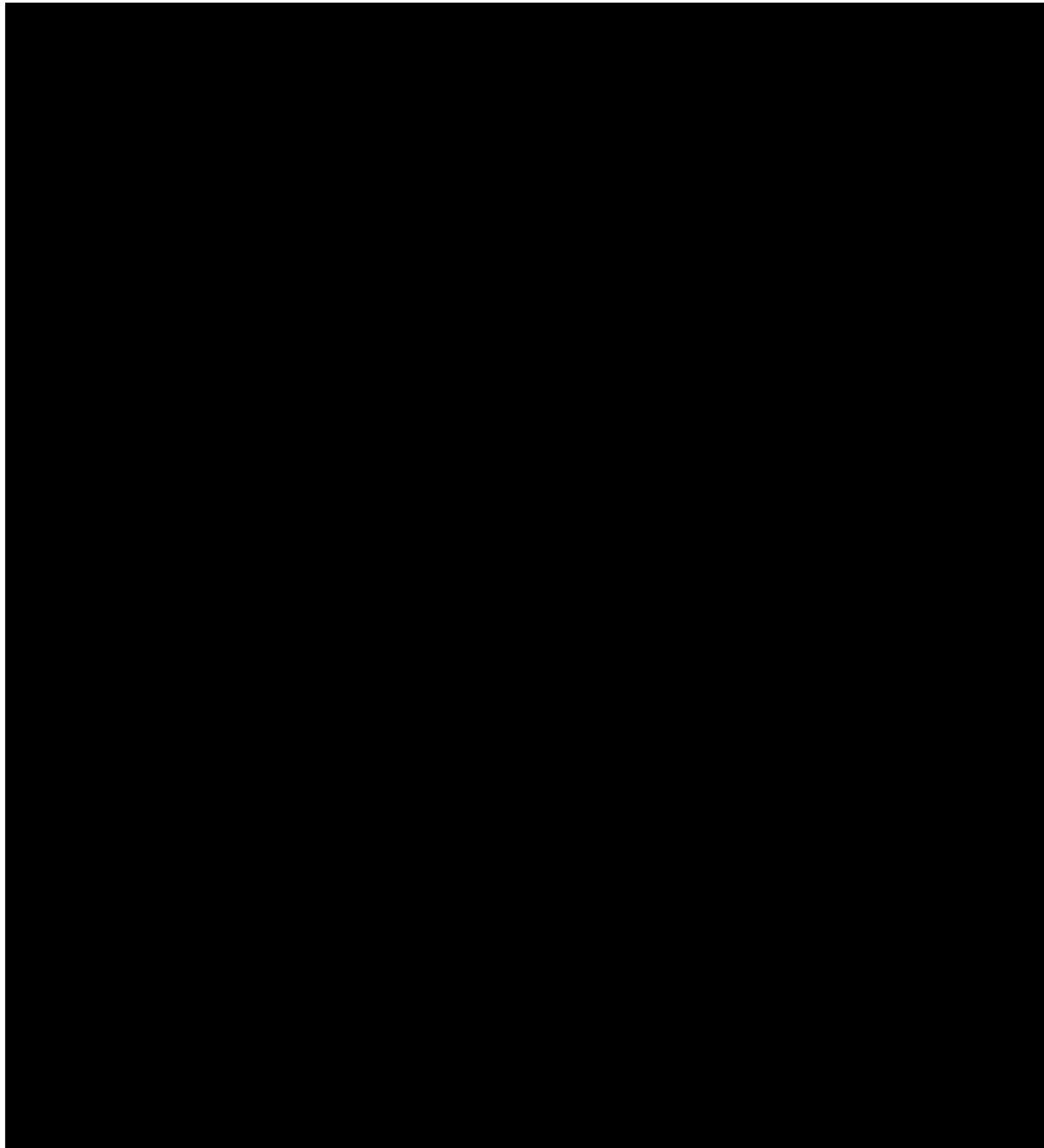
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Kansas



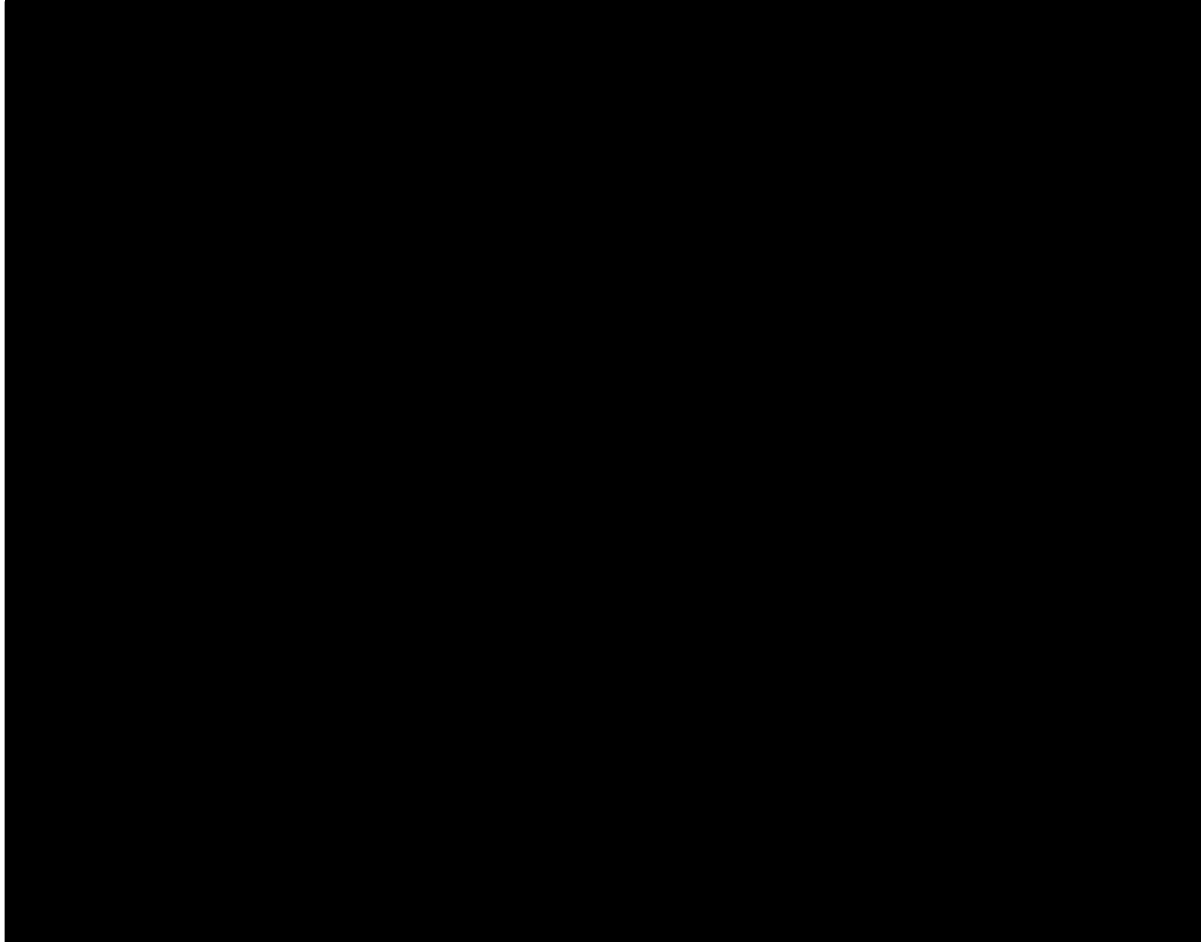
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Kentucky



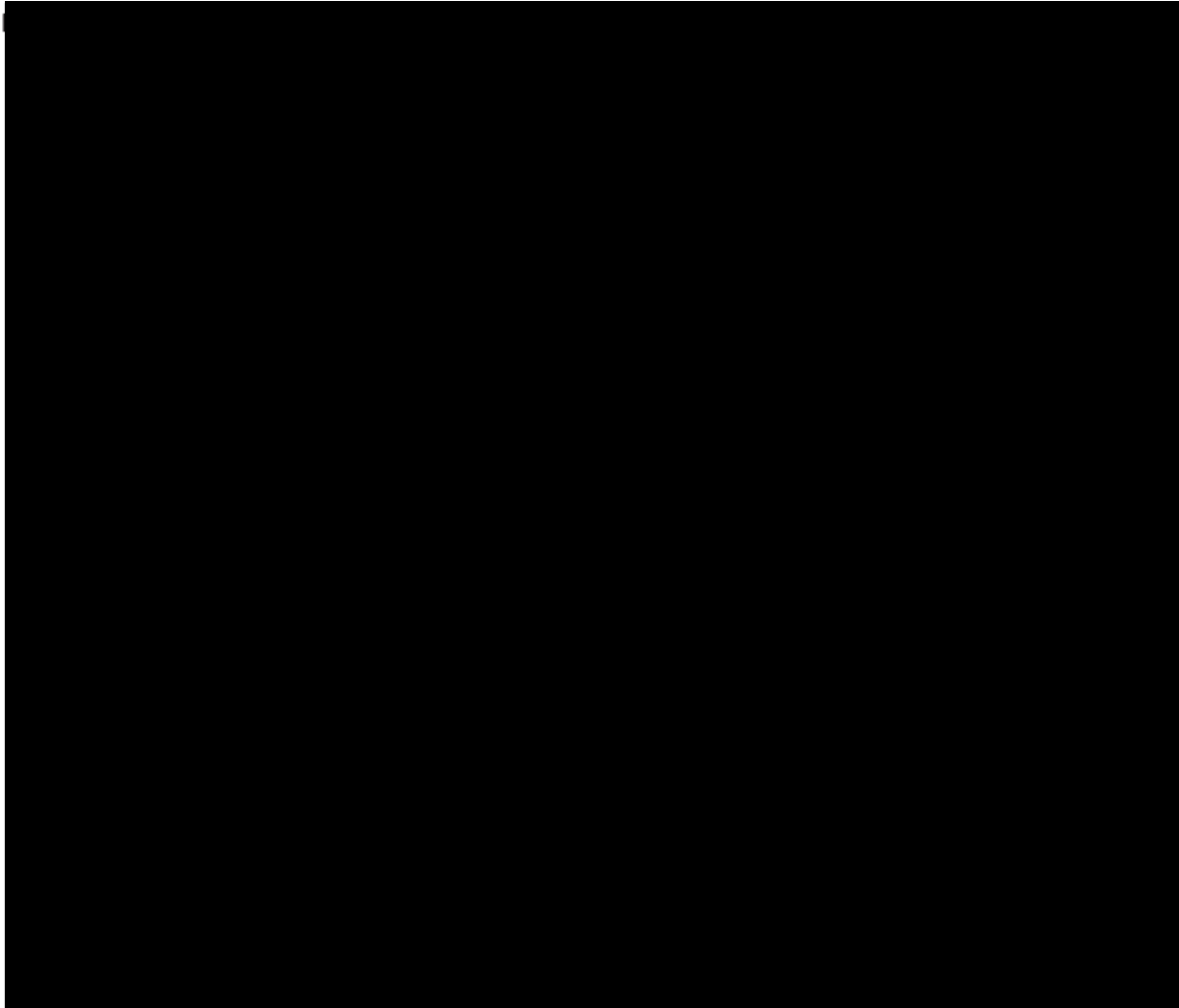
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Louisiana



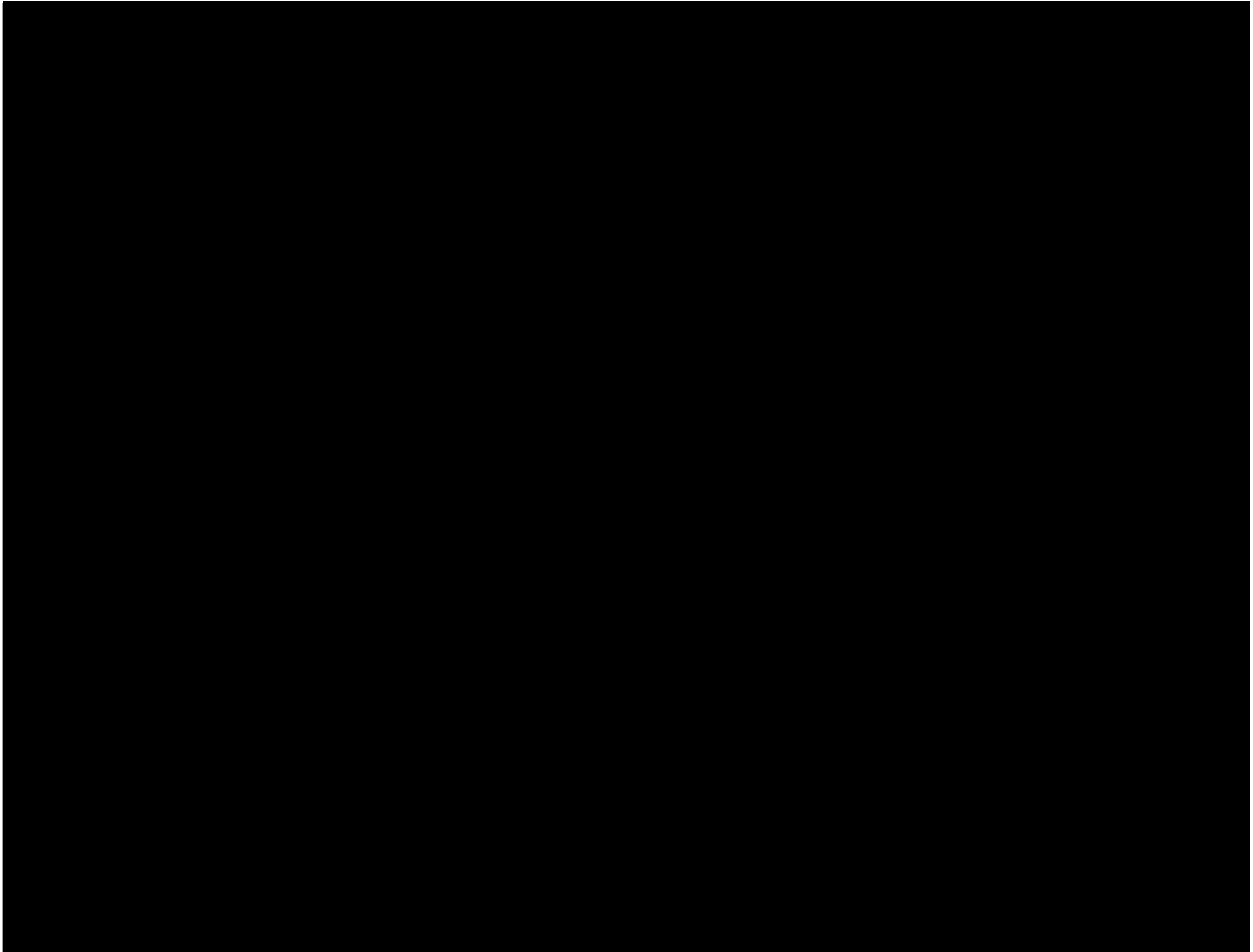
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Maine



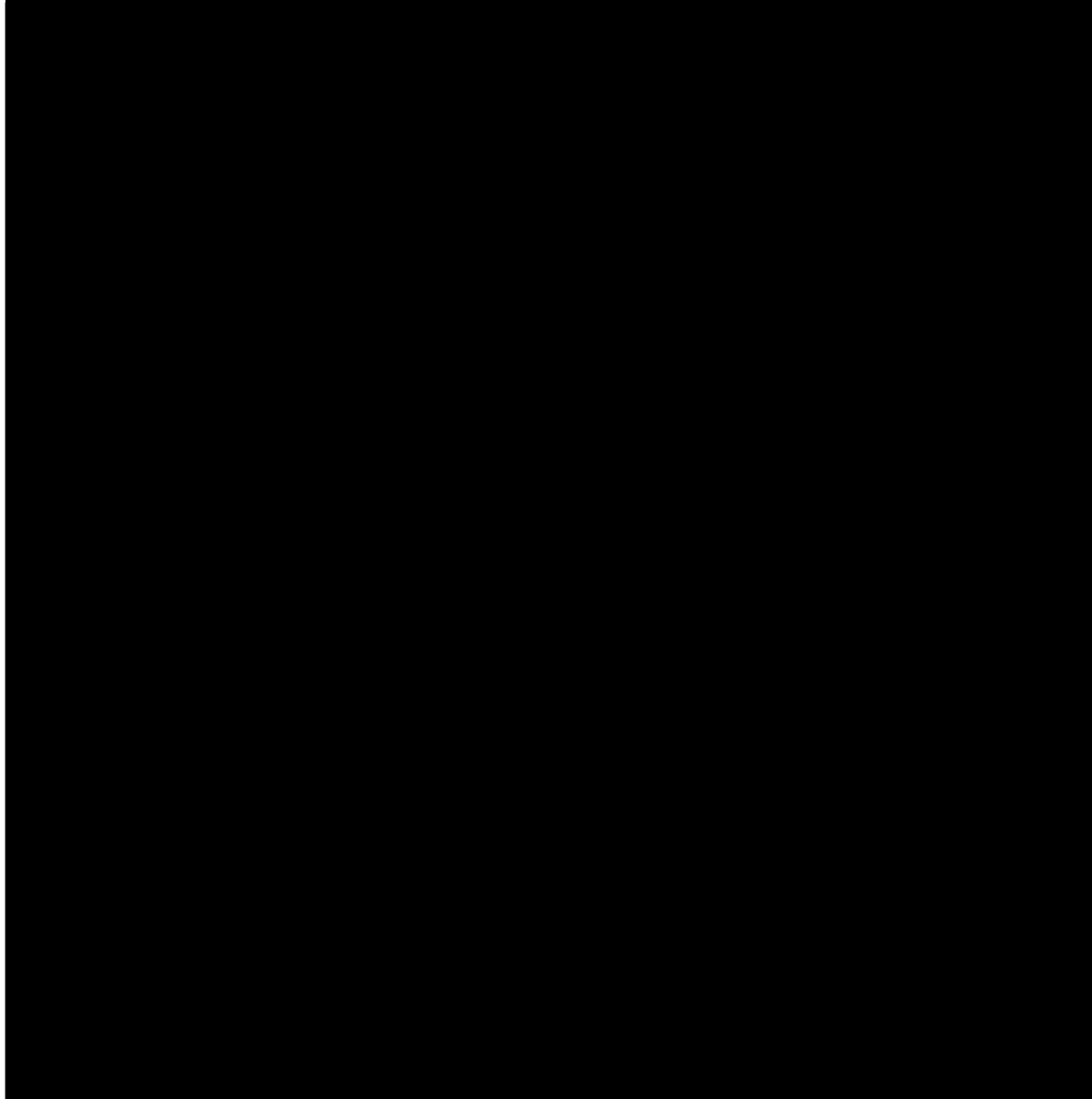
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Massachuesetts



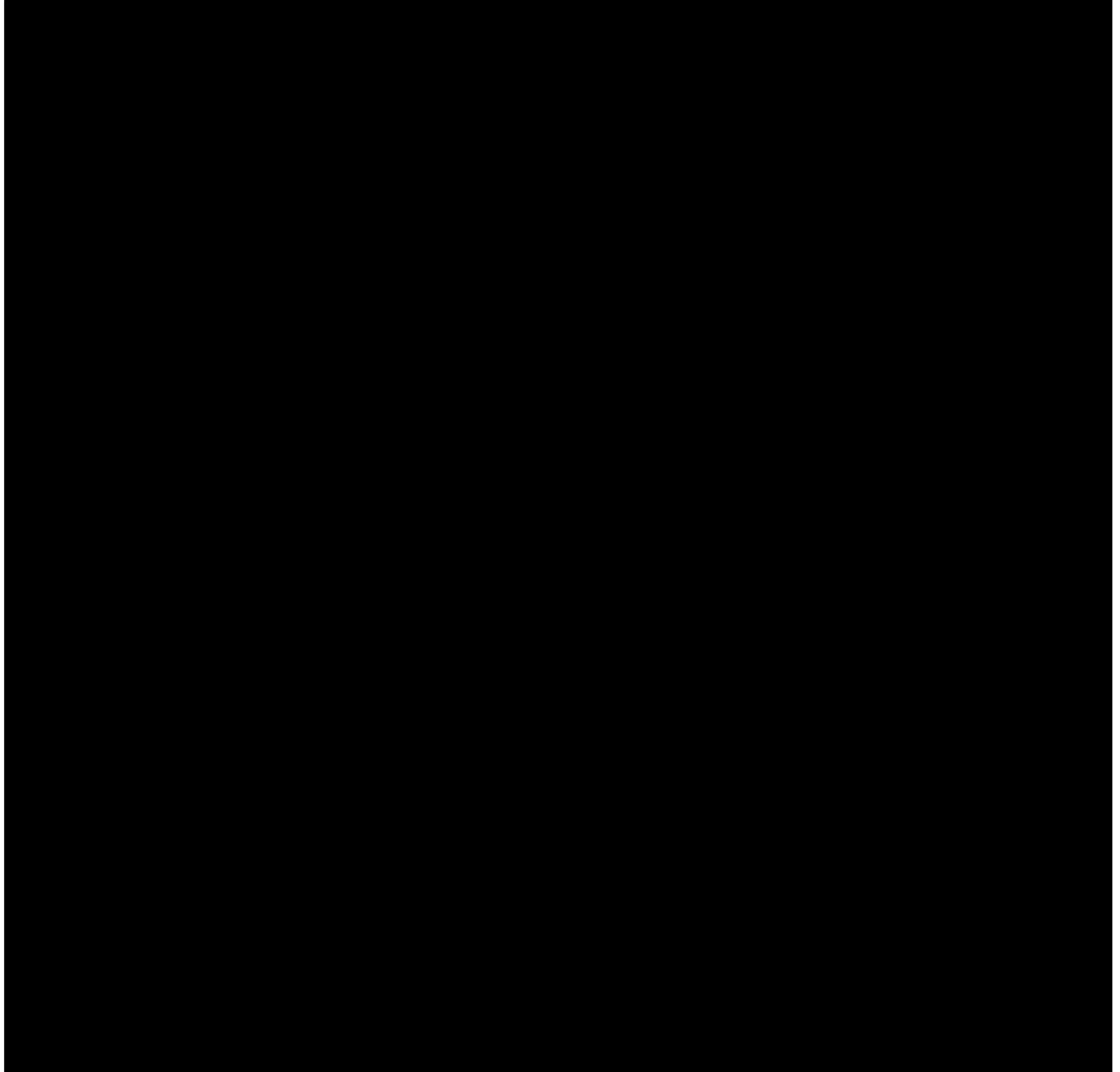
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Maryland



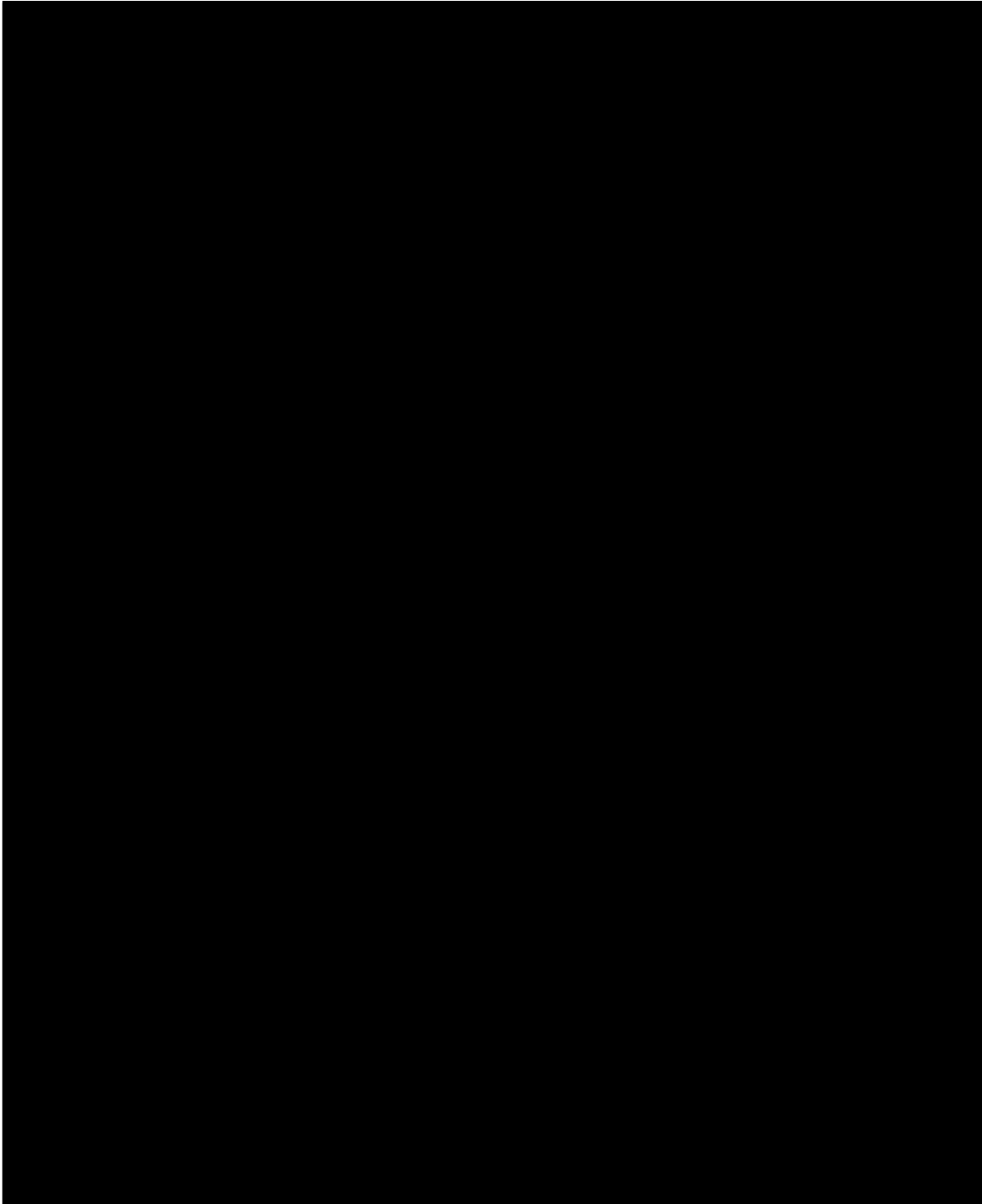
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Minnesota



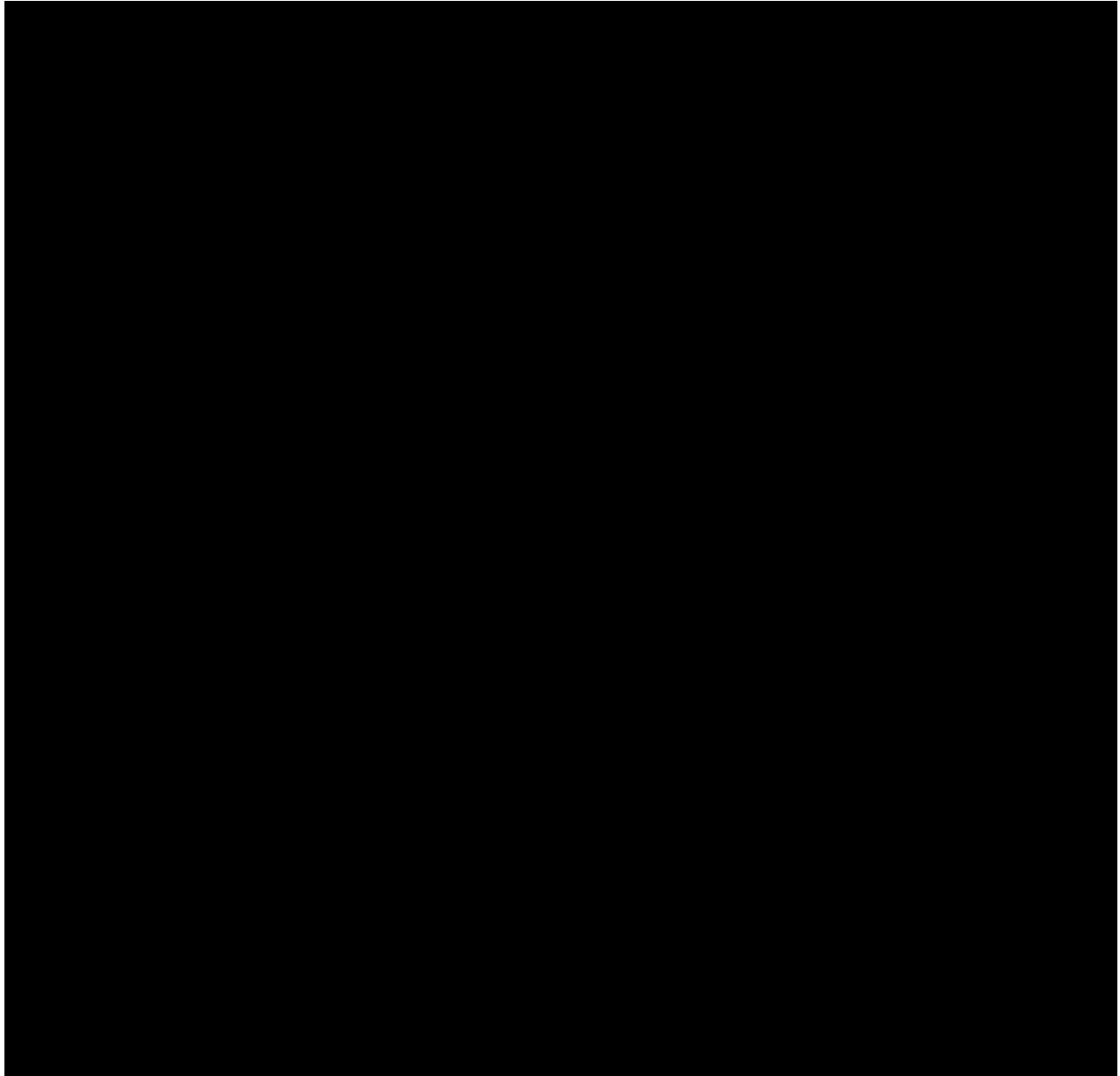
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Mississippi

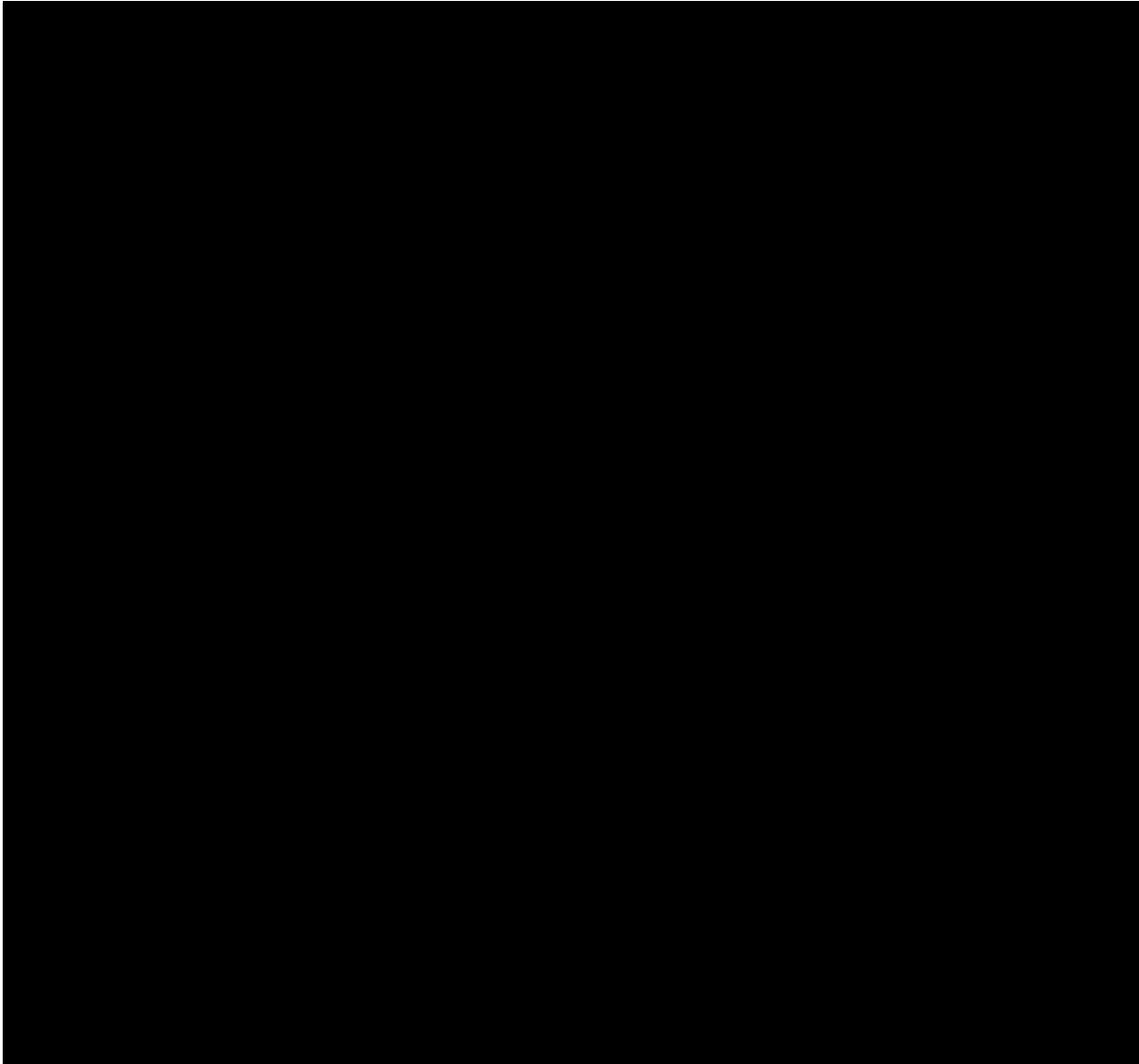


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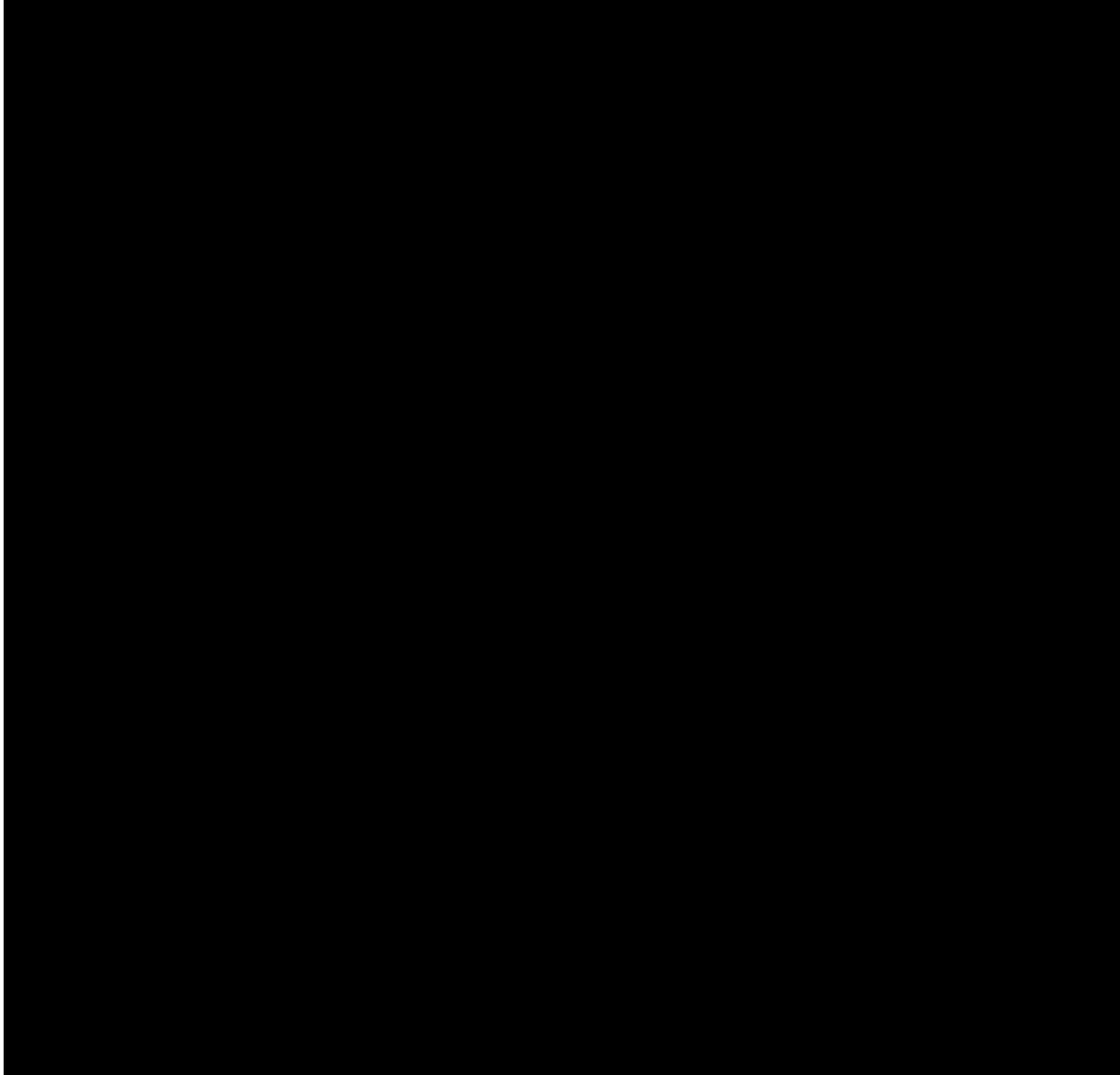
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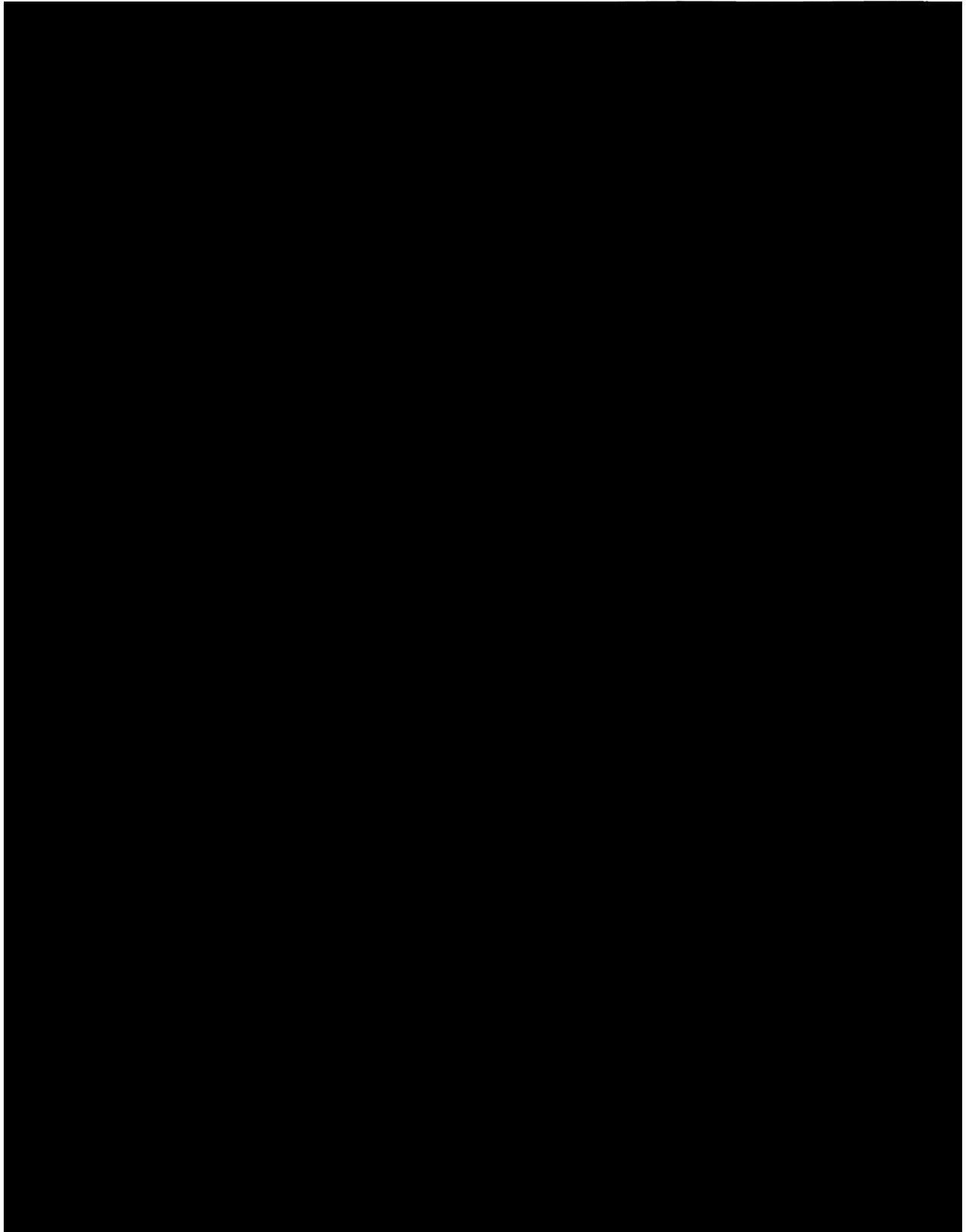
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Montana



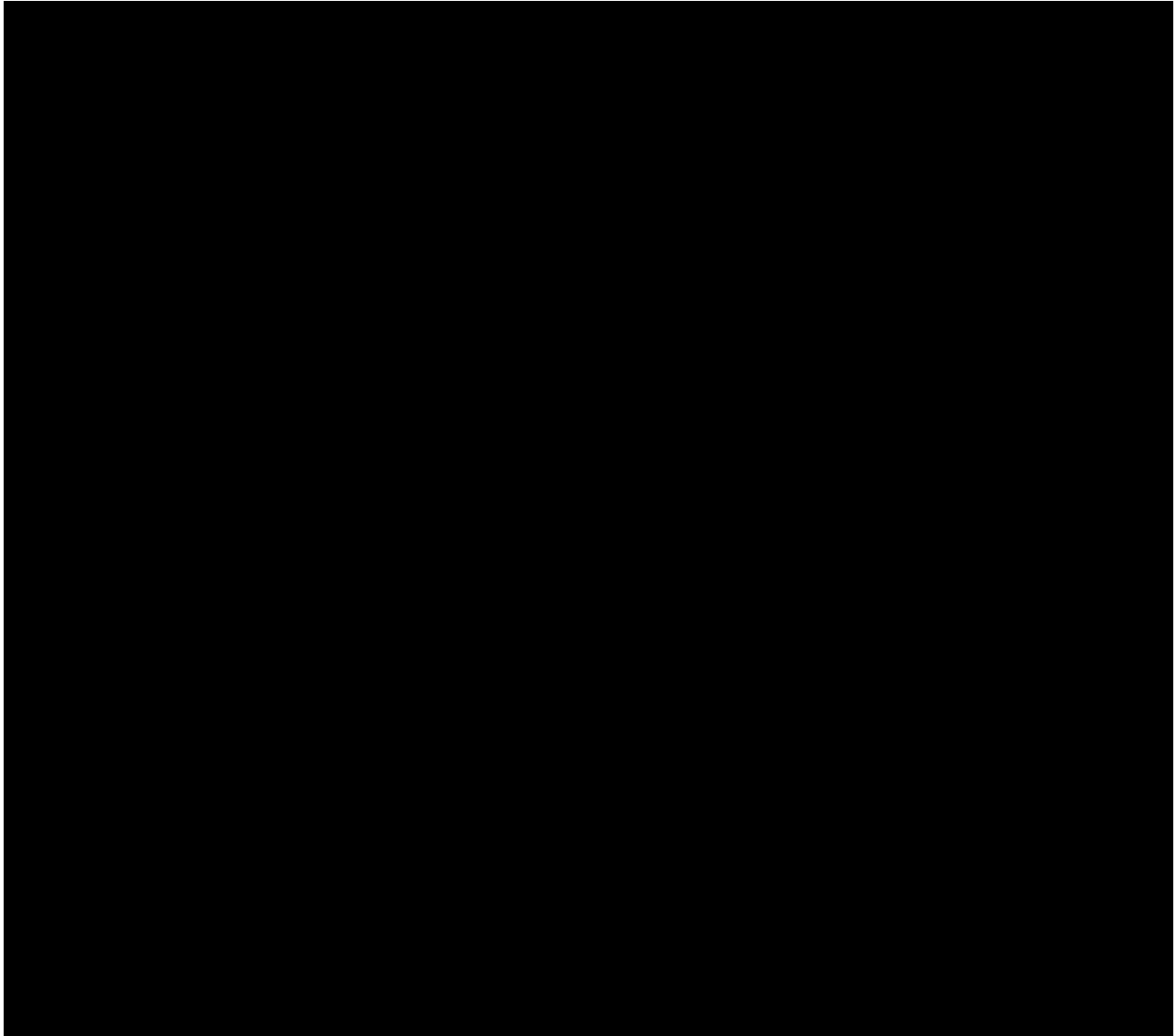
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Nebraska



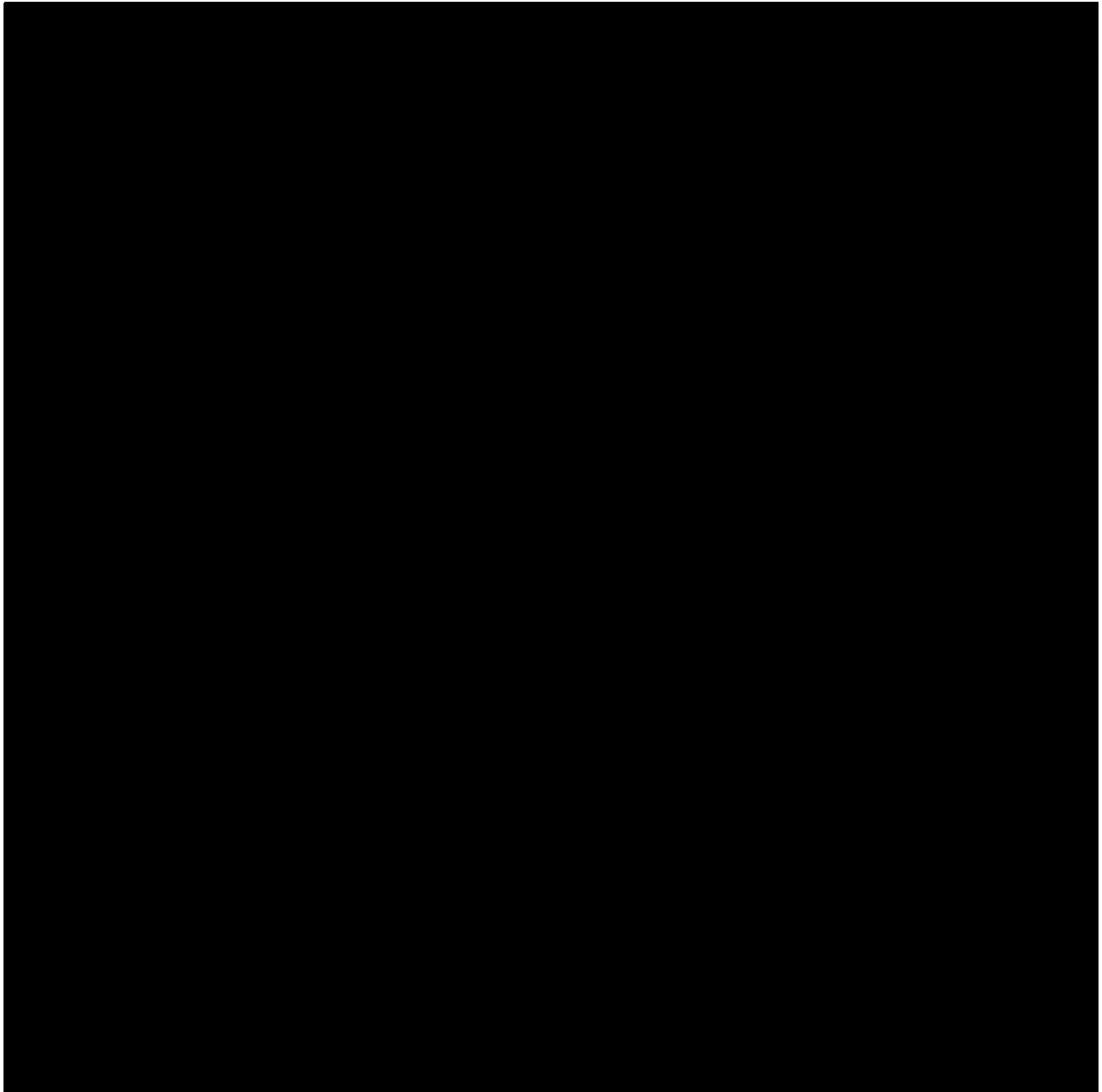
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Nevada



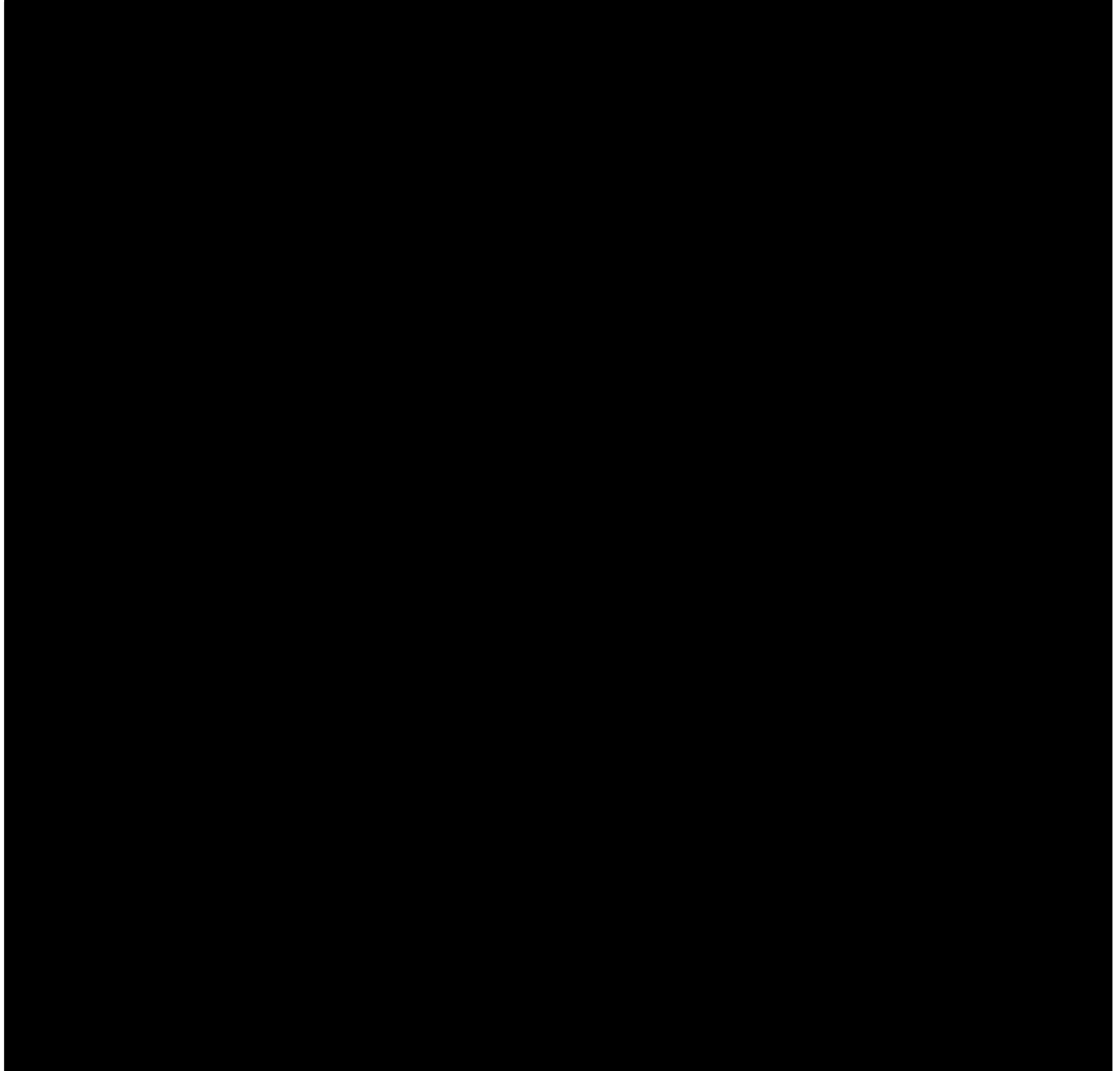
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New Hampshire



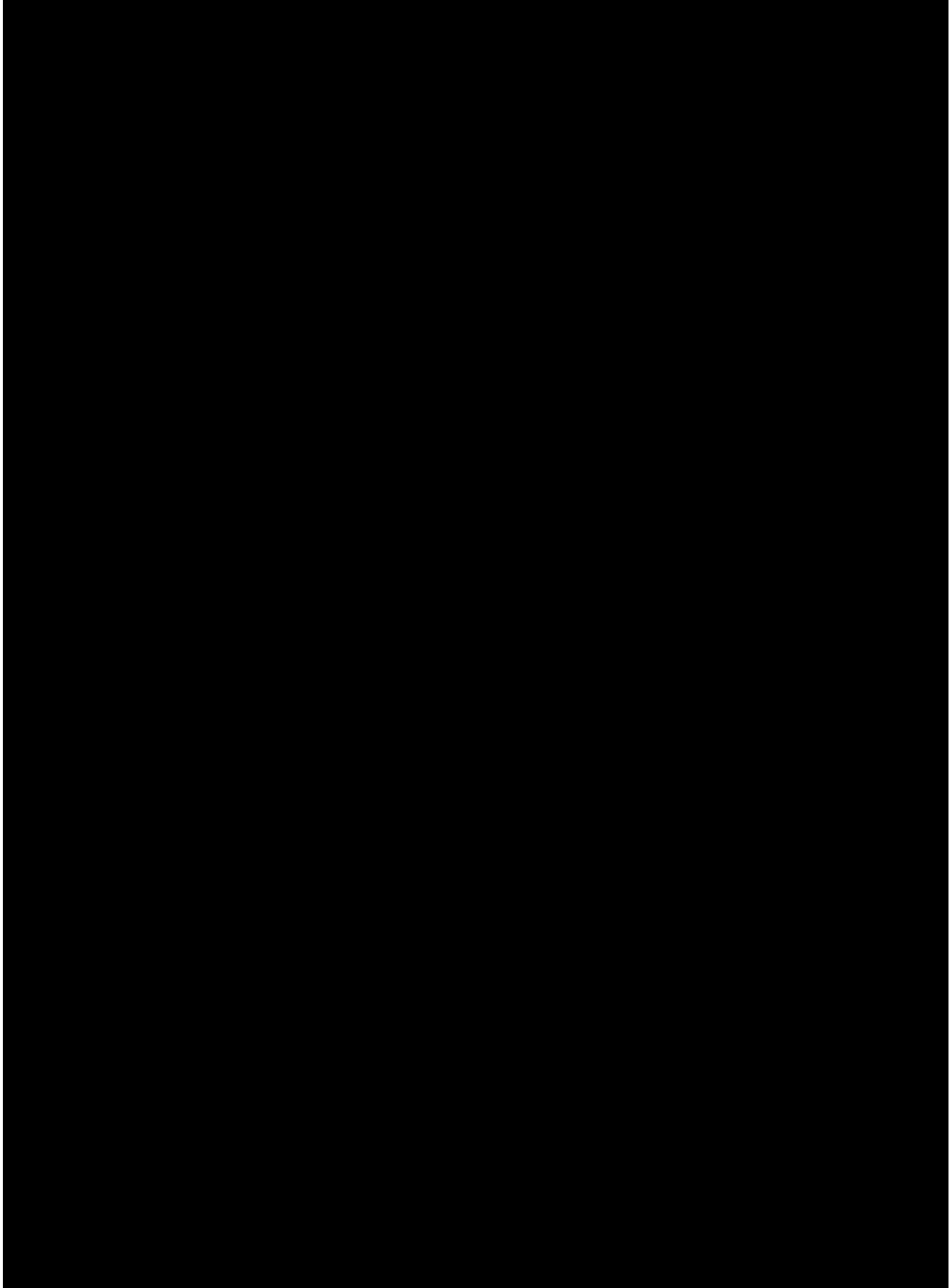
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New Mexico



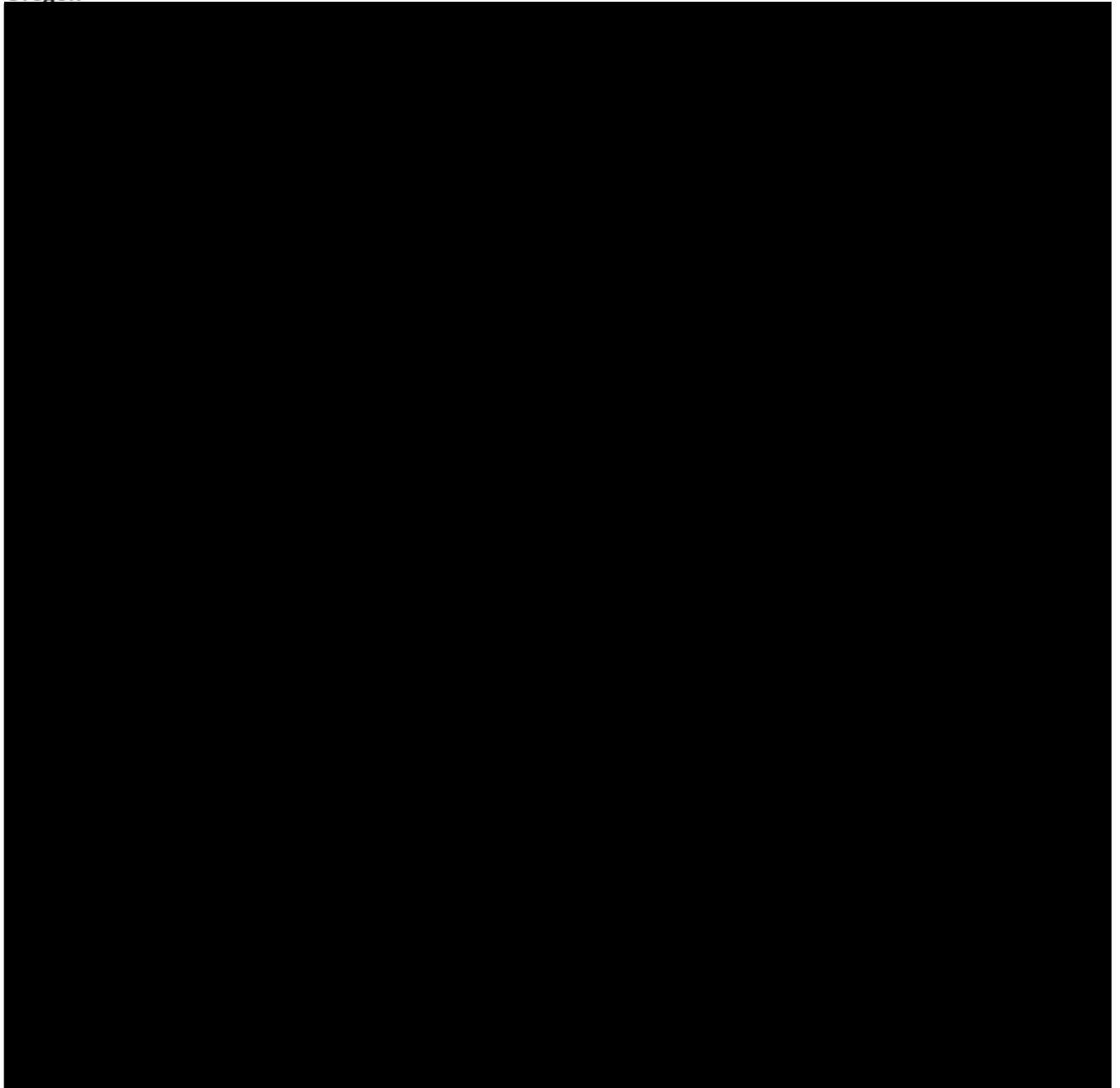
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New York



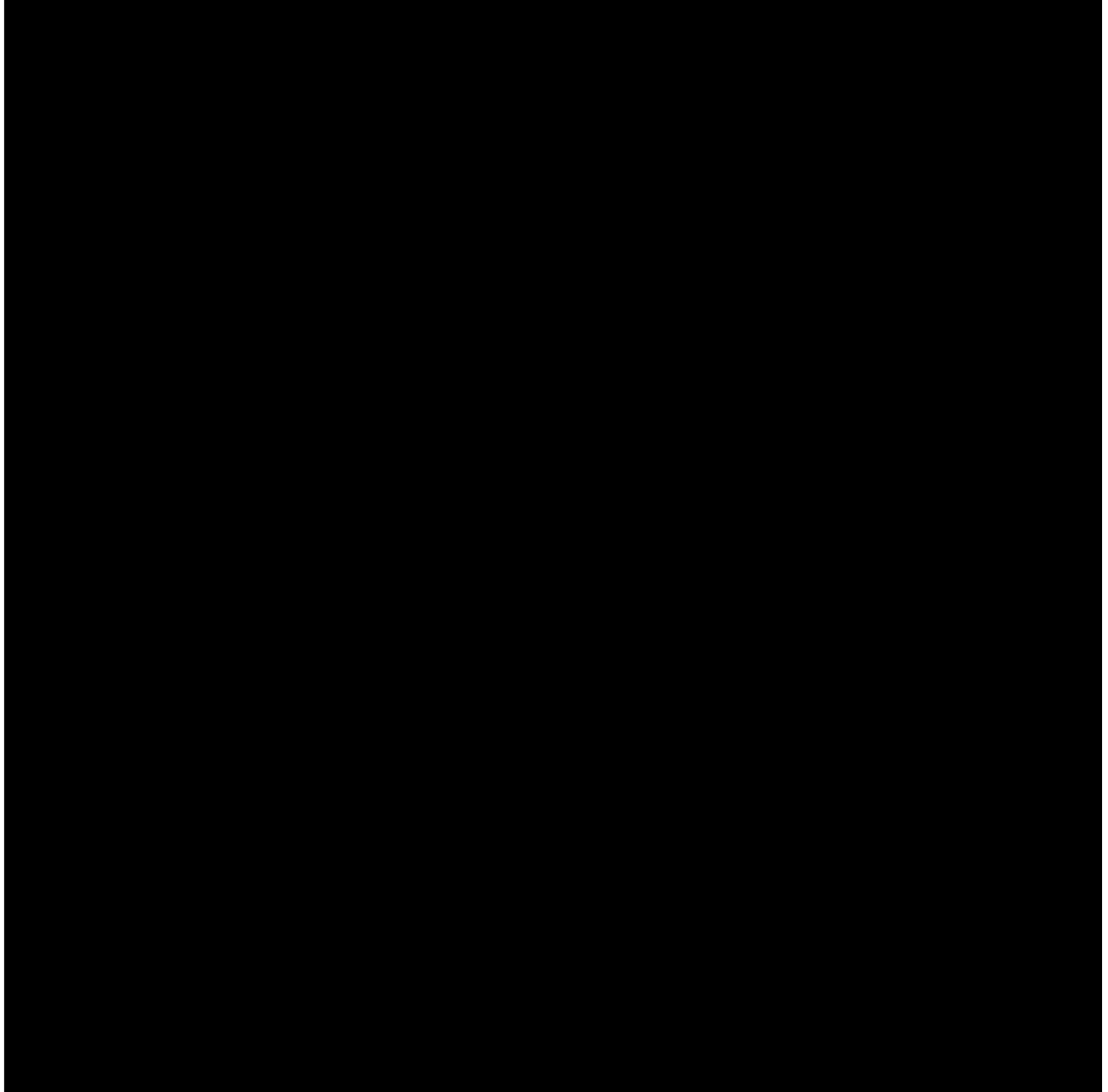
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North Carolina



Member Licenses
Oregon

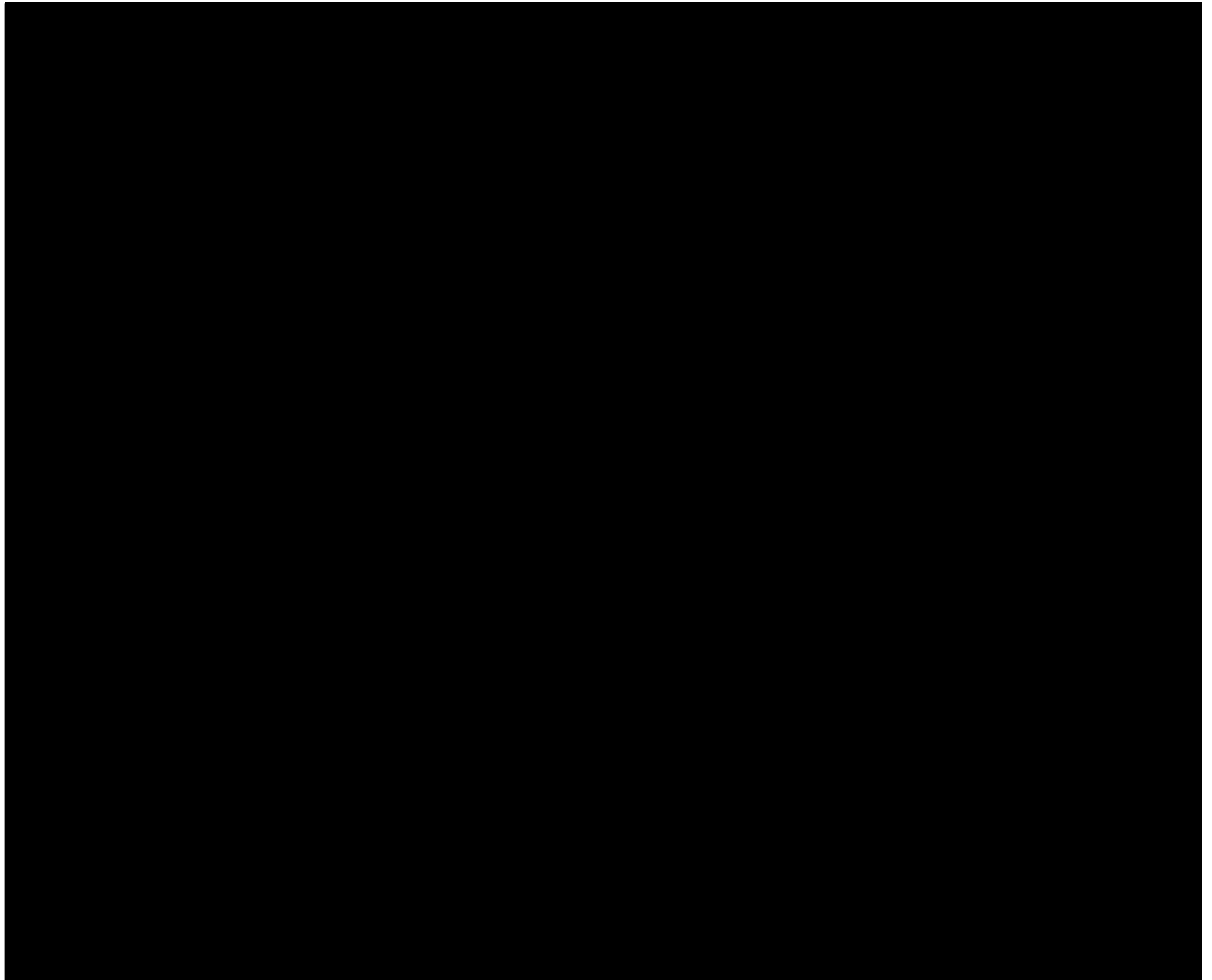


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South Carolina



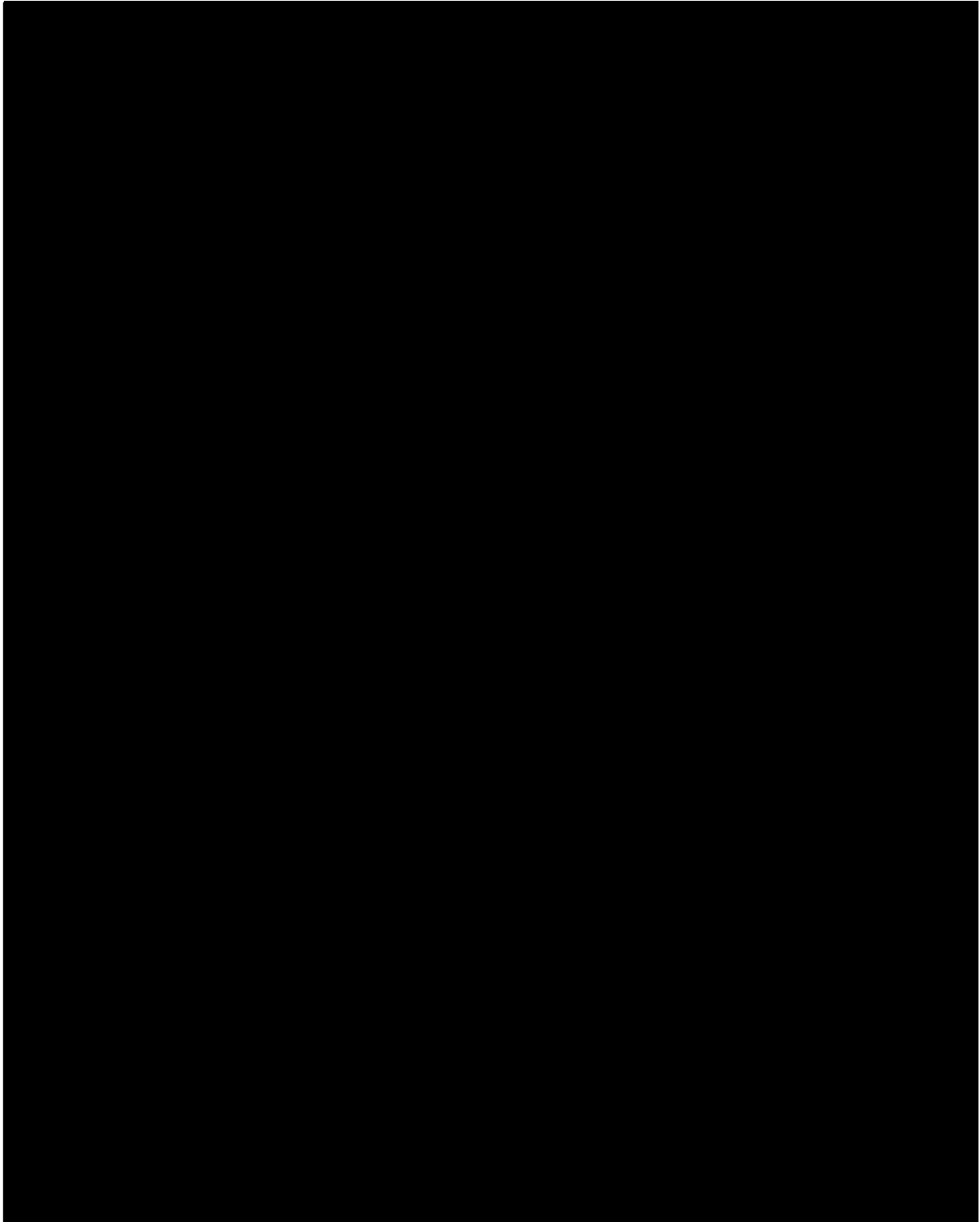
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South Dakota



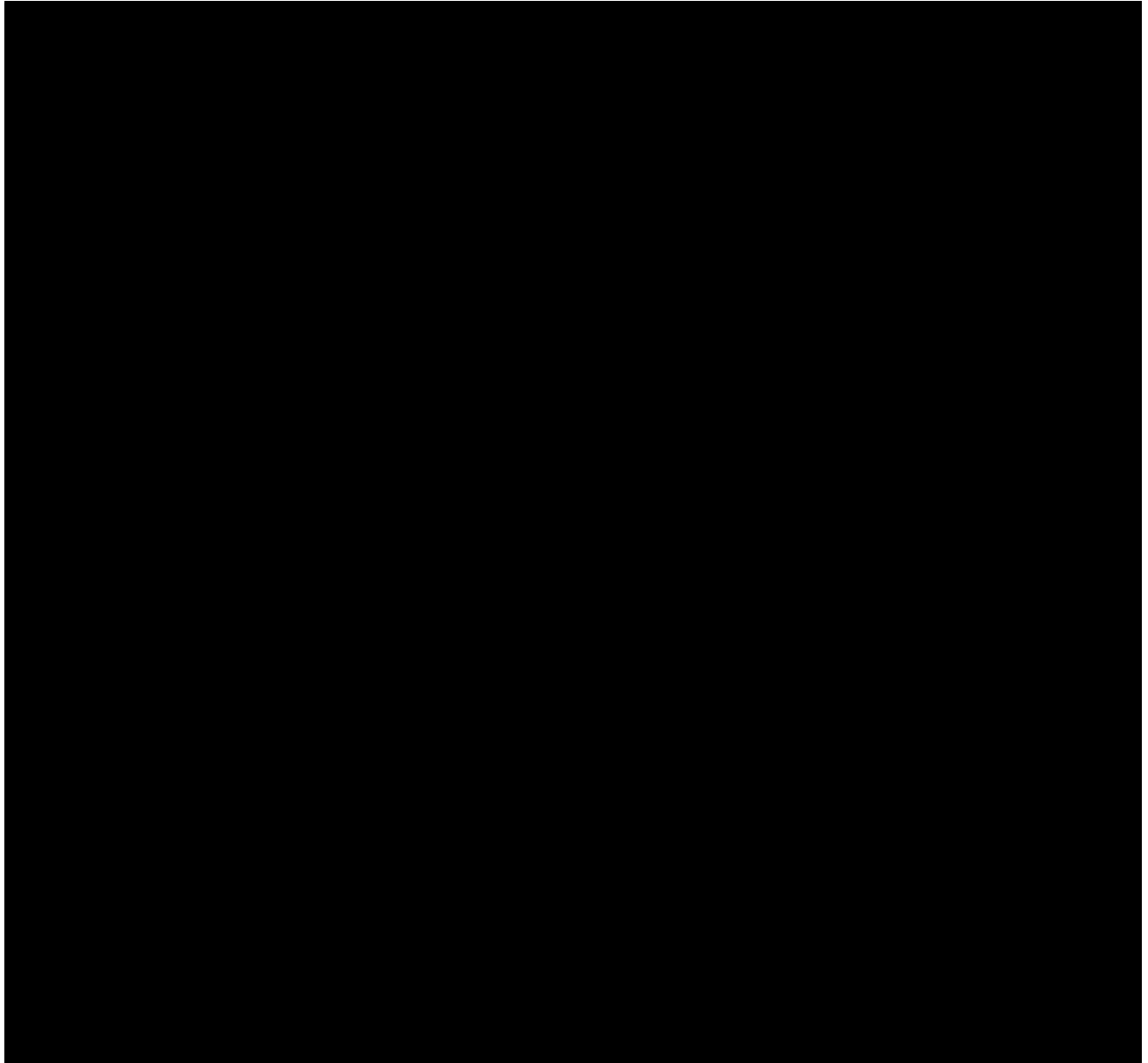
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Tennessee



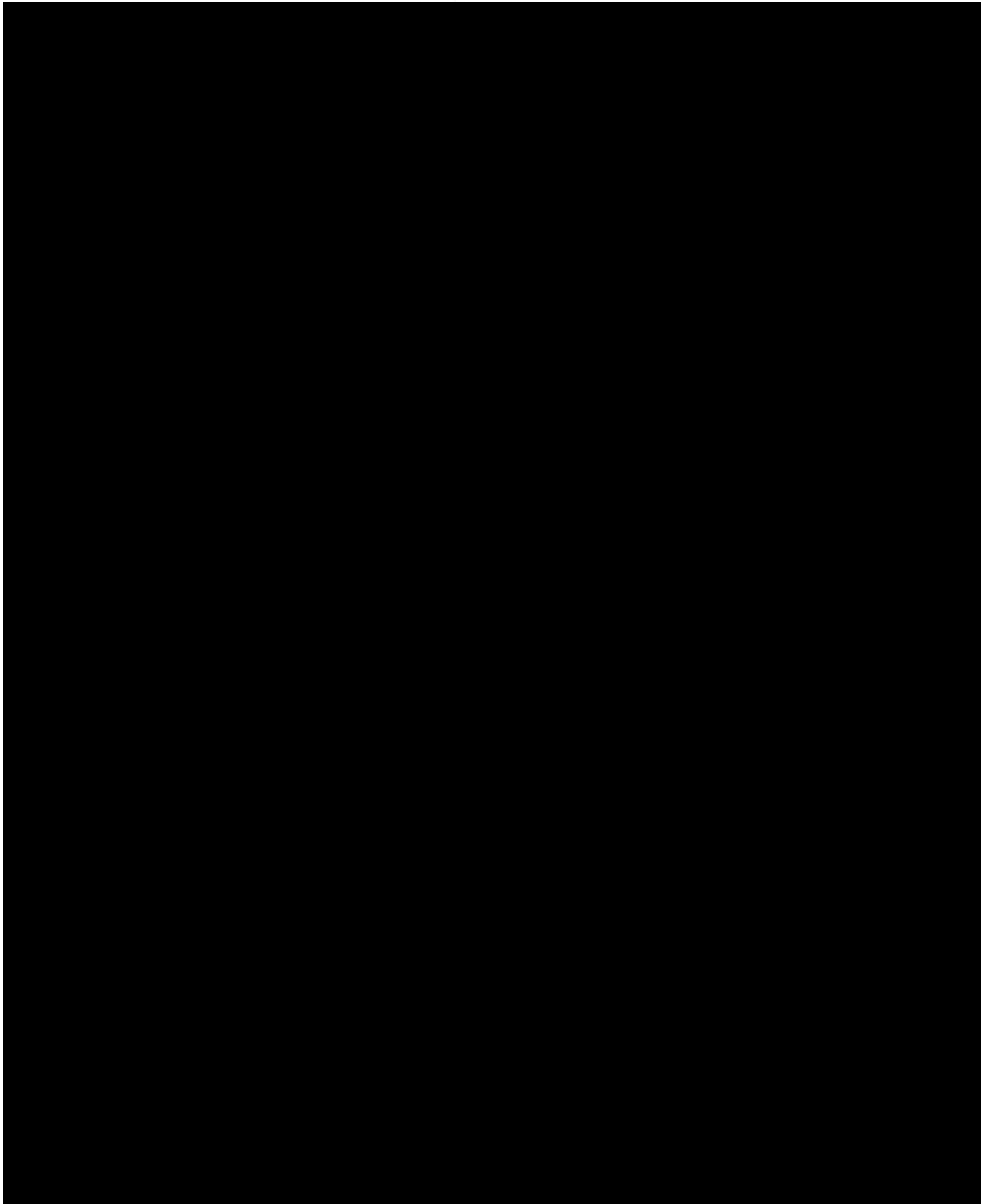
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Texas



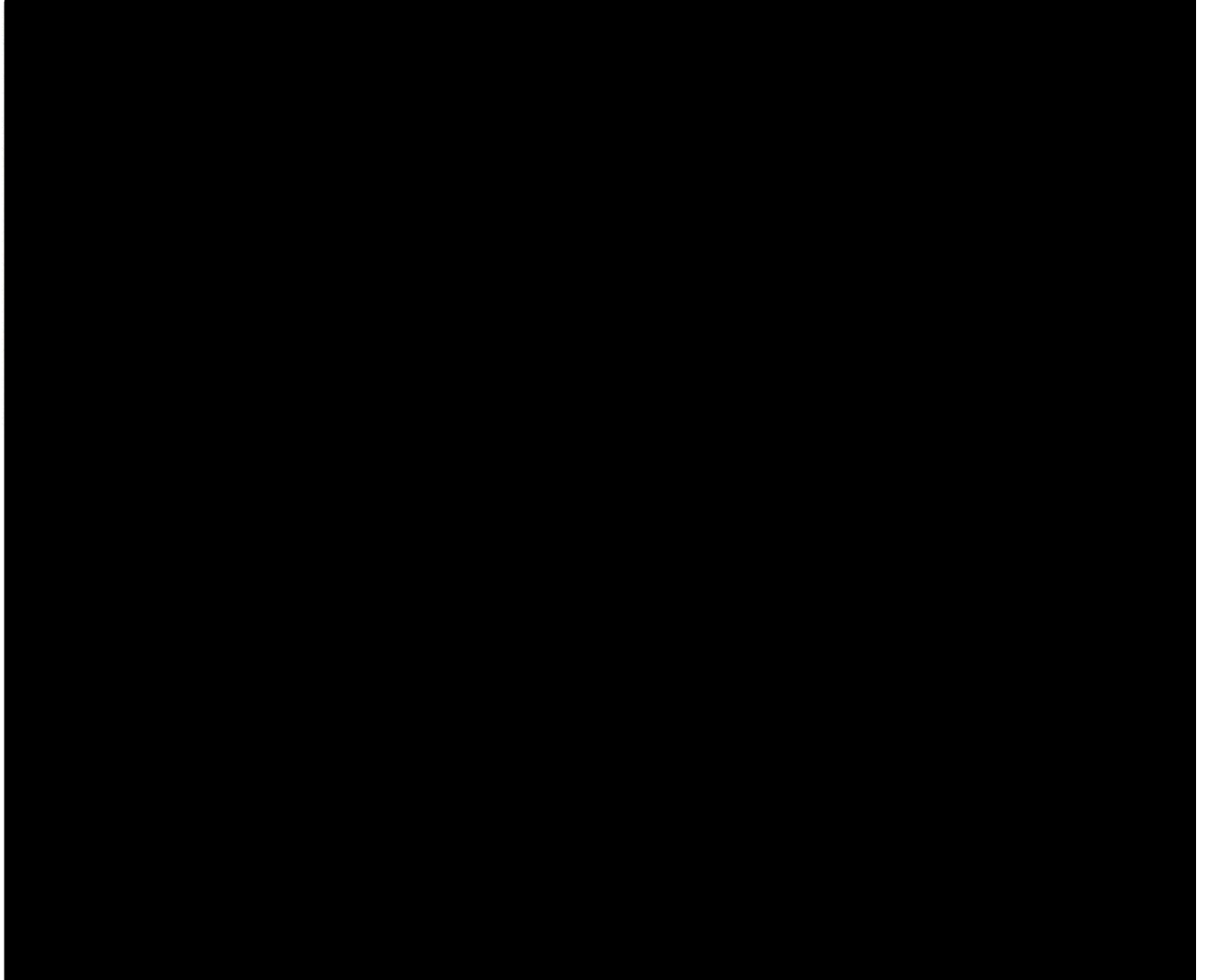
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Utah



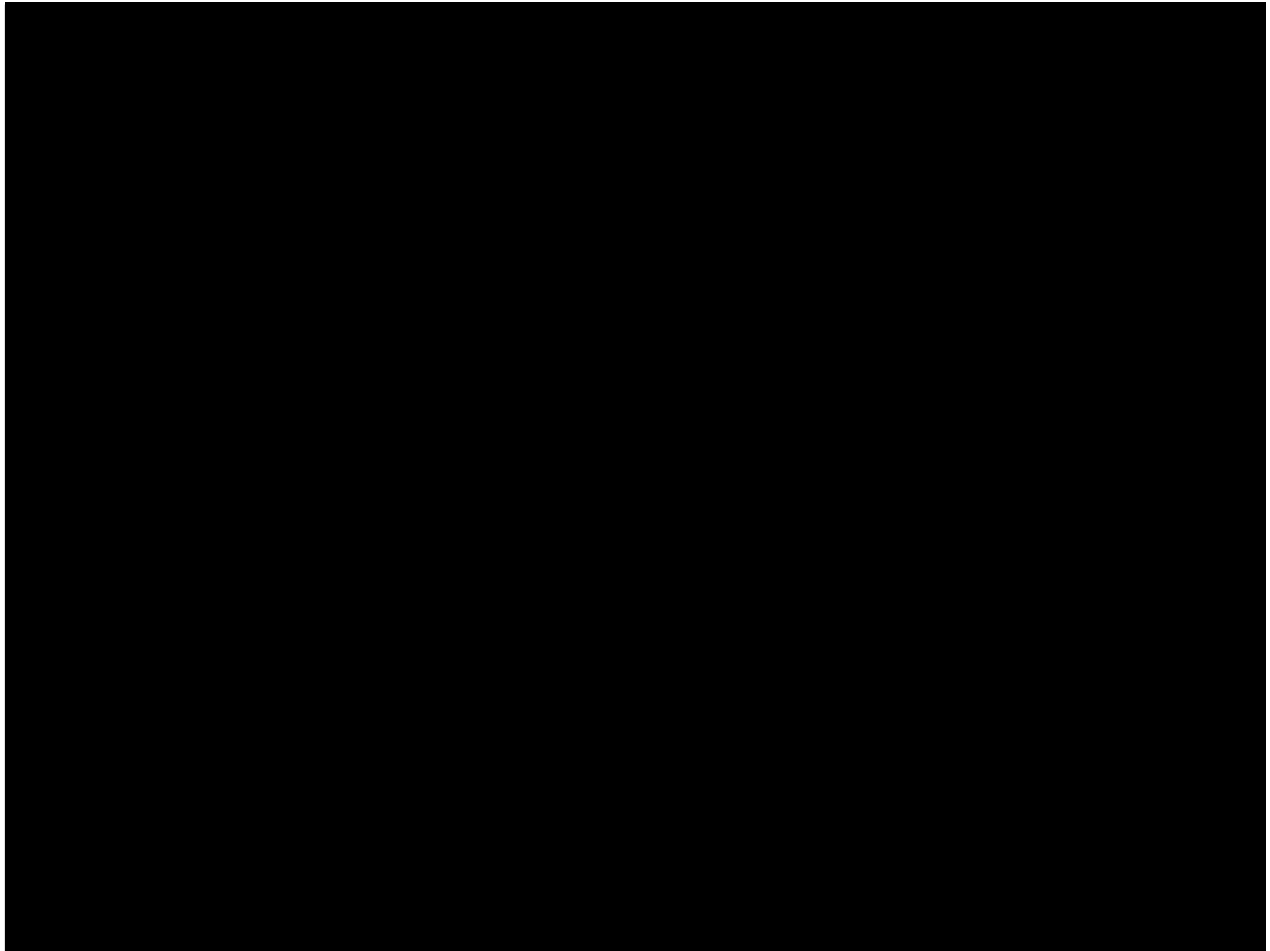
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Virginia



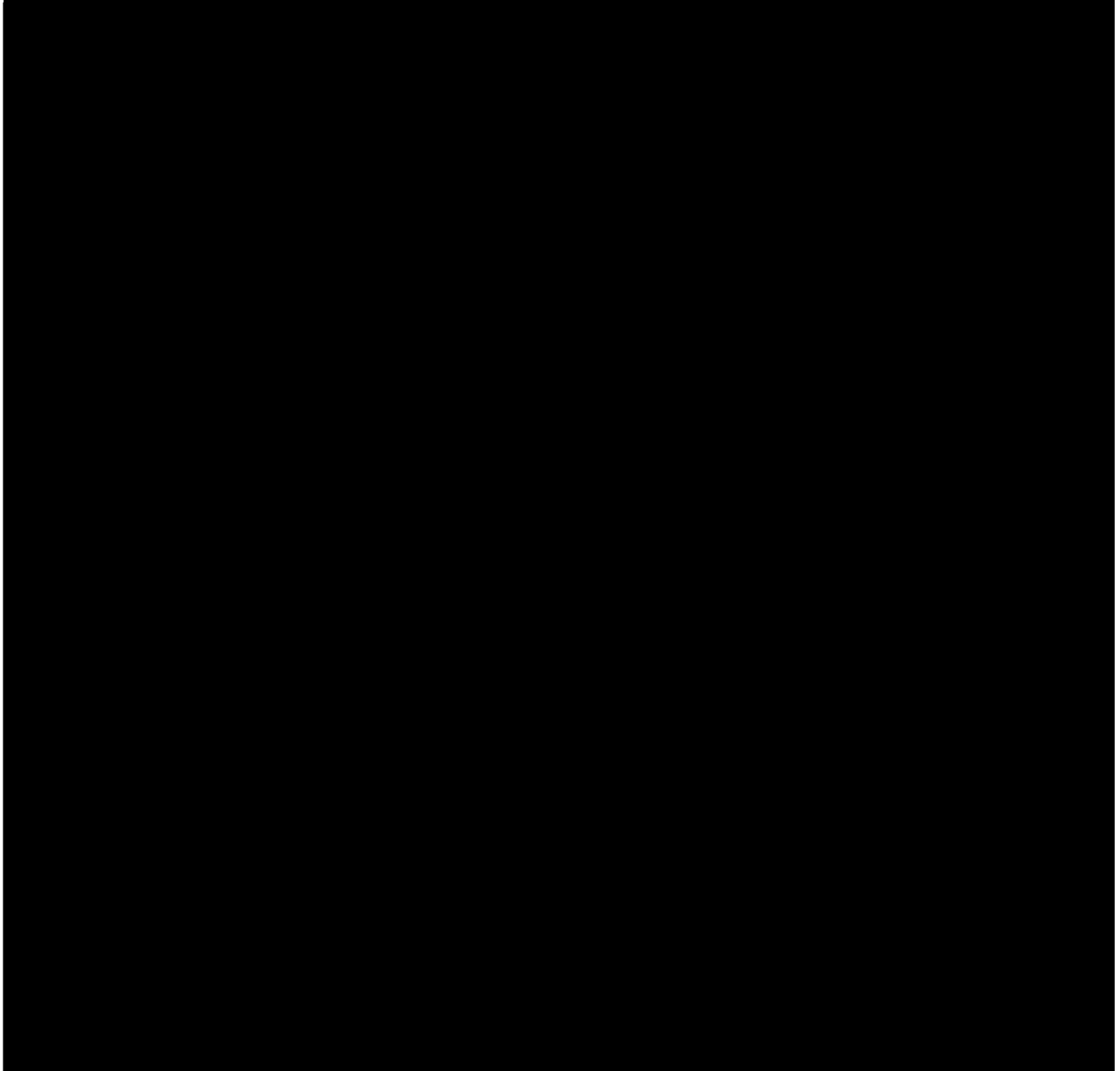
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Vermont

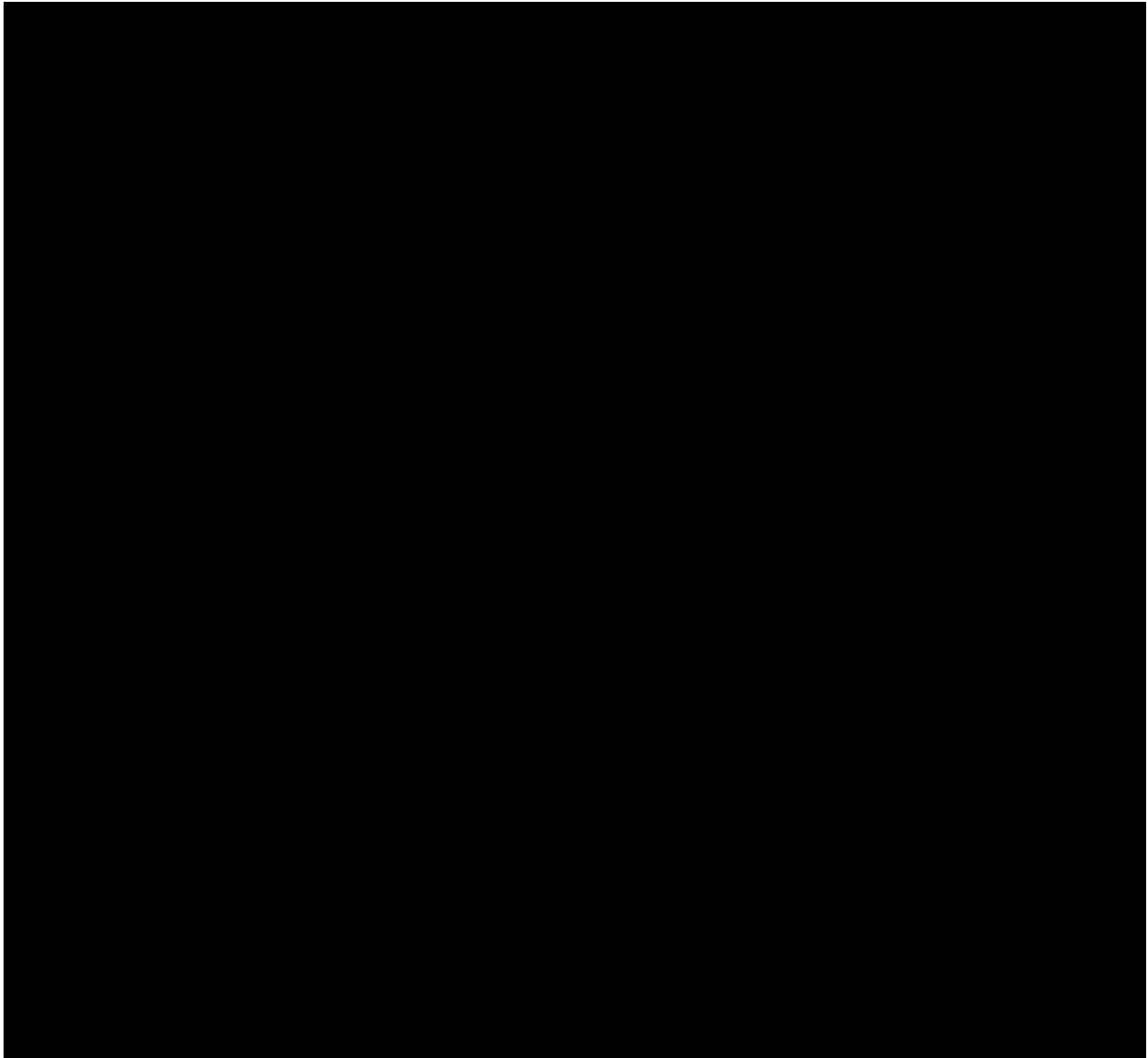


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Member Licenses
Washington



Member Licenses
Wisconsin

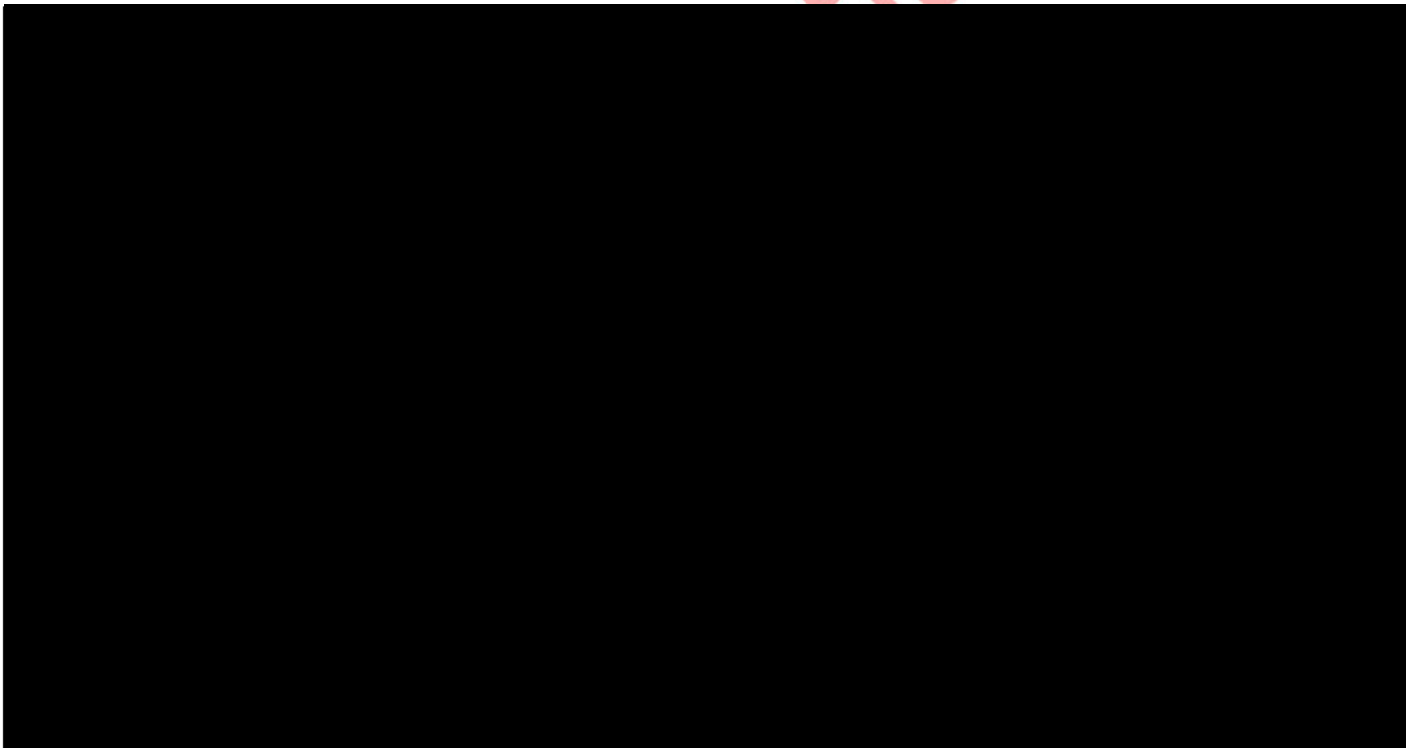




RoofConnect's value-add services include the following:

1. Photovoltaic Roofing Solutions
2. Preferred Roofing Solutions & Consulting
3. Roof Asset Management
4. Snow Load Management & Removal
5. Warranty Maximization Program
6. Manufacturer Material Pricing Programs
7. Asphalt and Paving Services

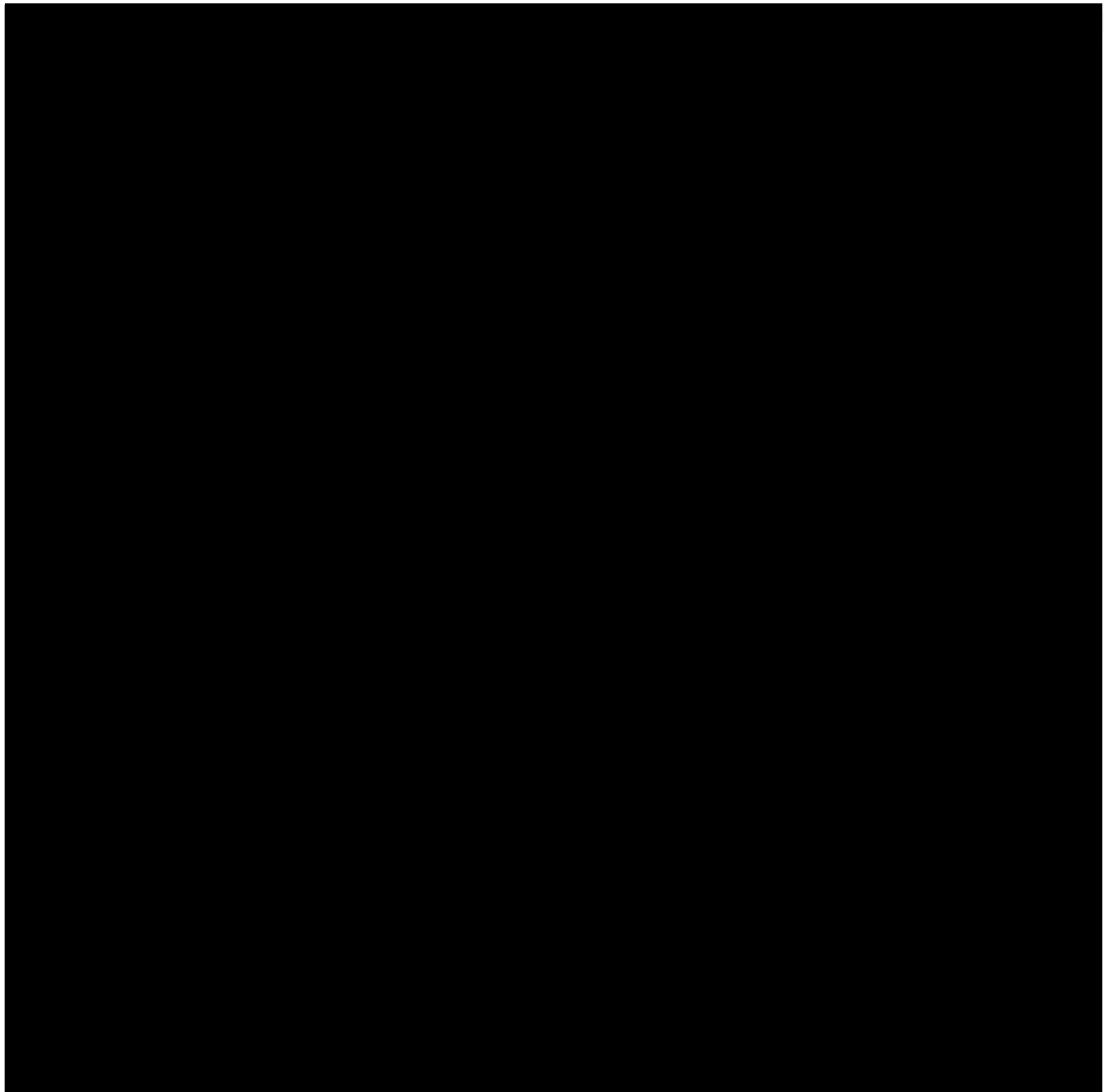
1. Value-Add: Photovoltaic Roofing Solutions*



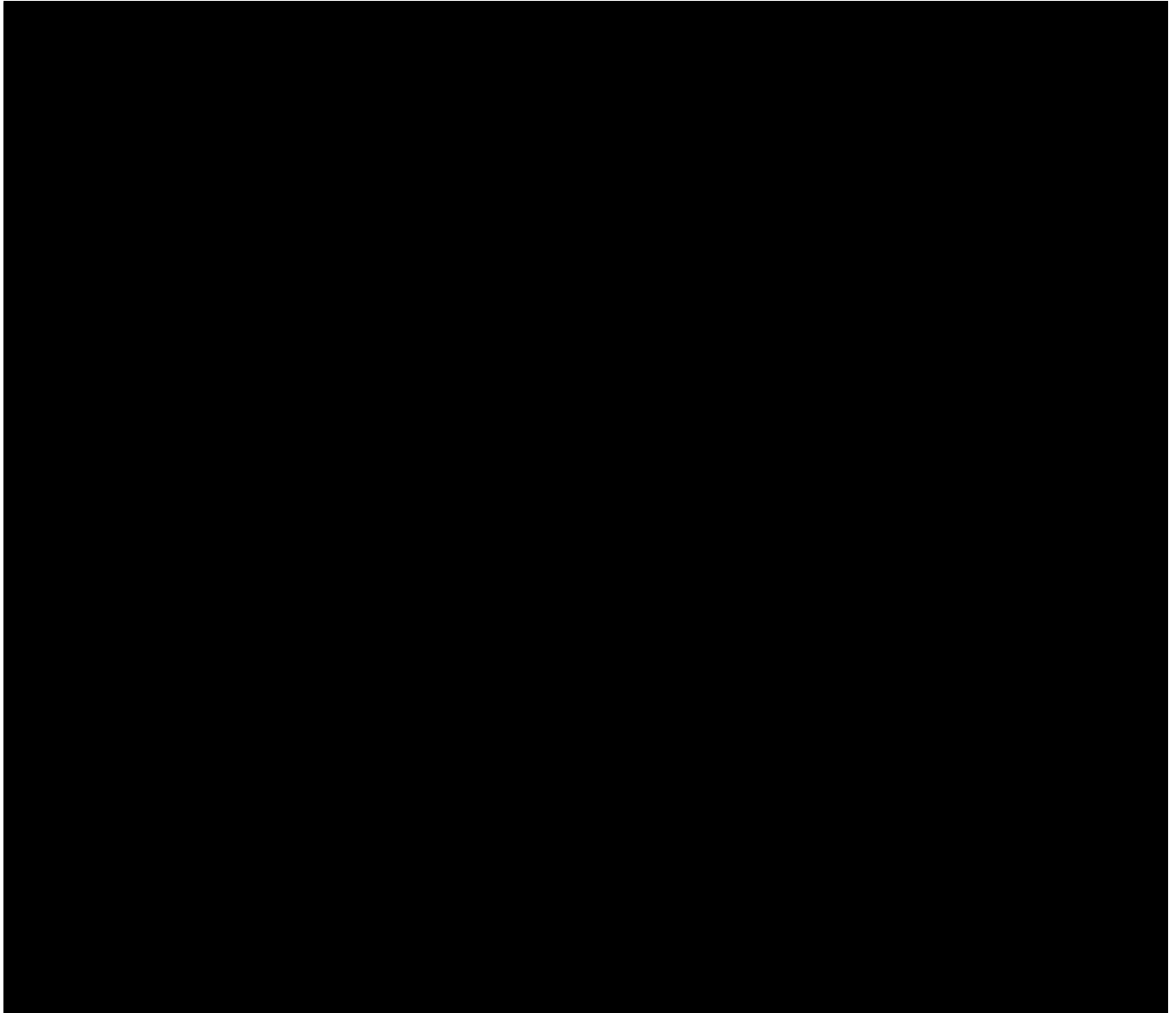


2. Value-Add: Preferred Roofing Solutions & Consulting

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

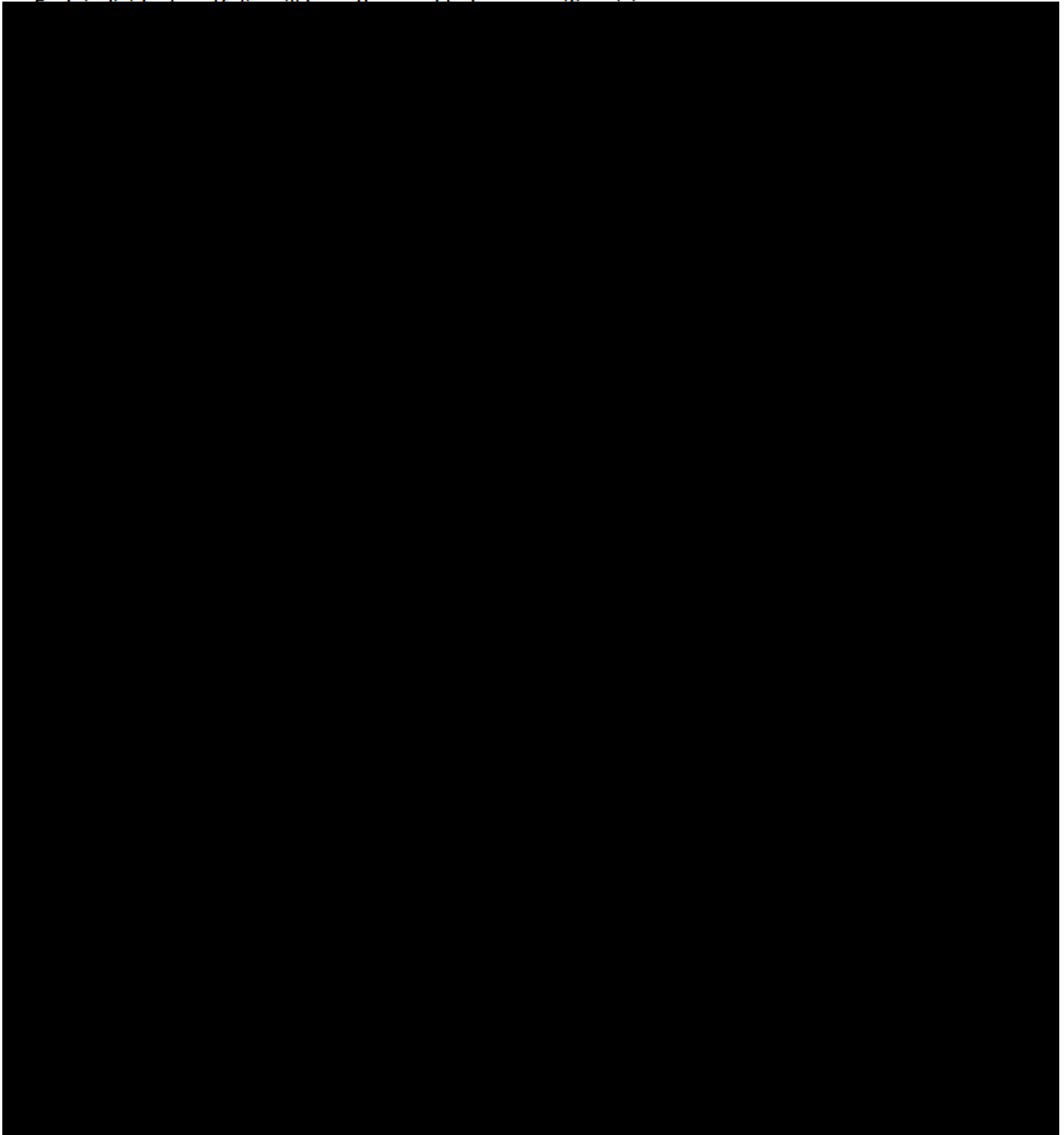


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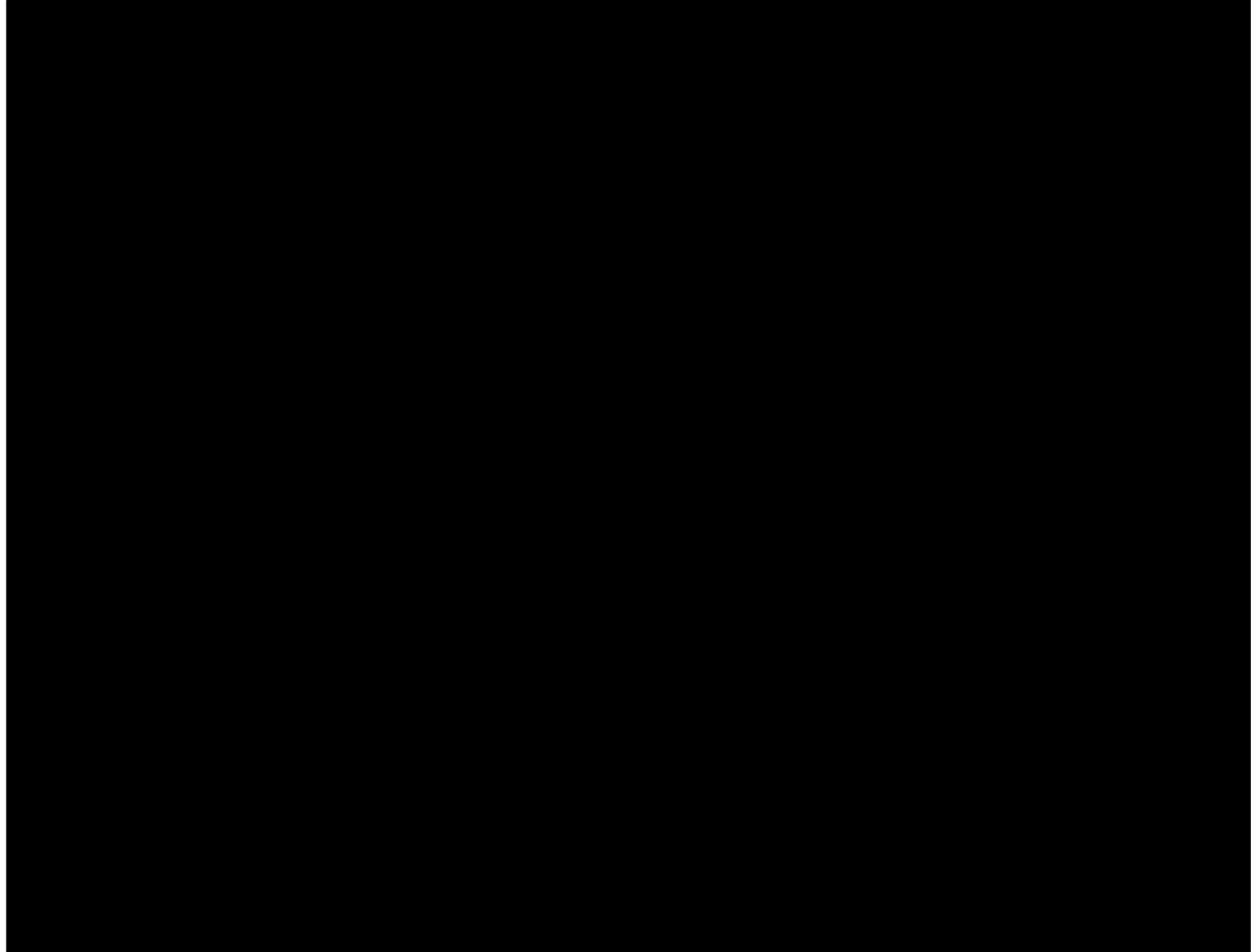


3. Value-Add: RoofConnect Roof Asset Management Program / Roof Warranty Program



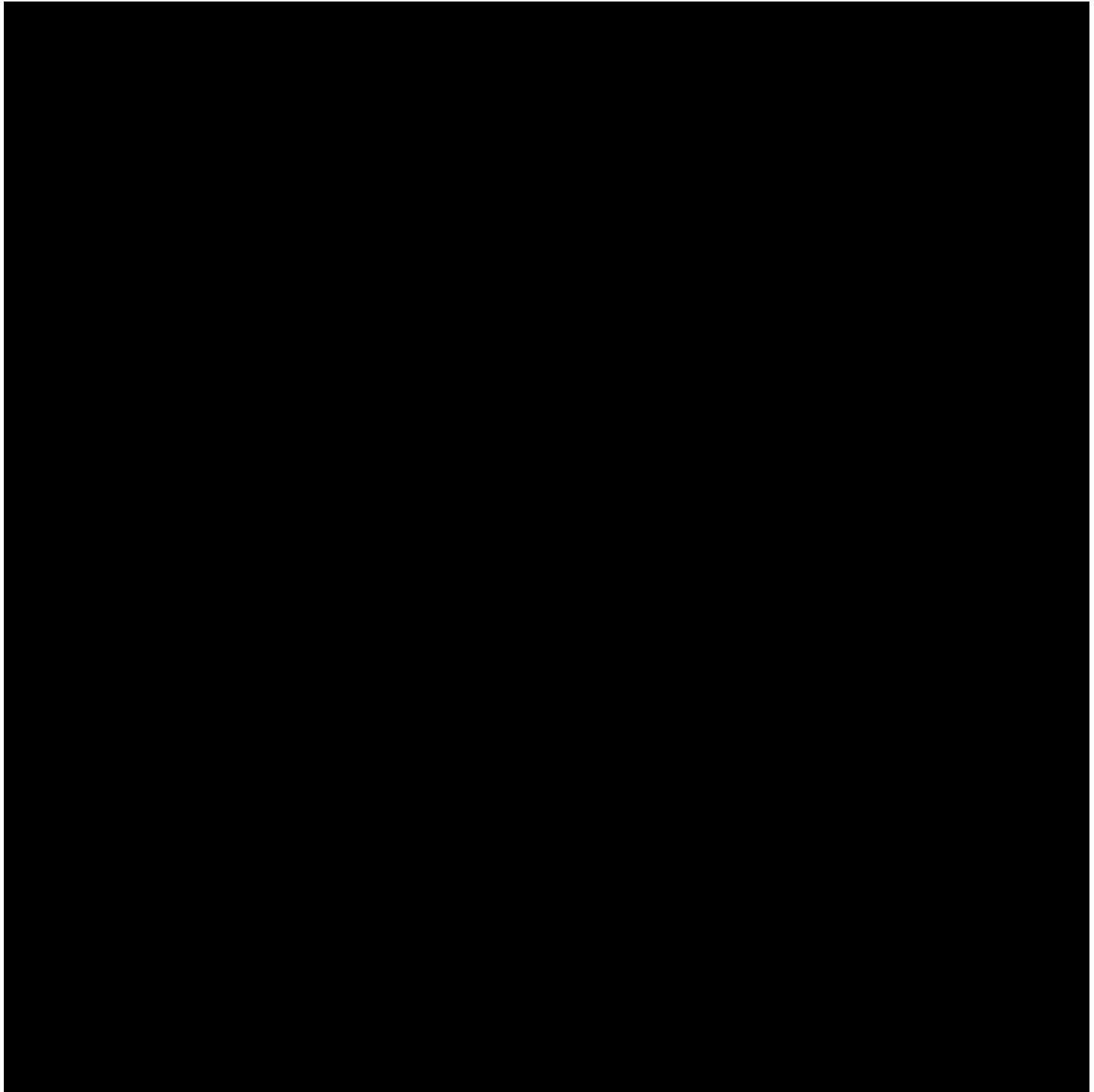


Value-Add: RoofConnect Roof Asset Management Program



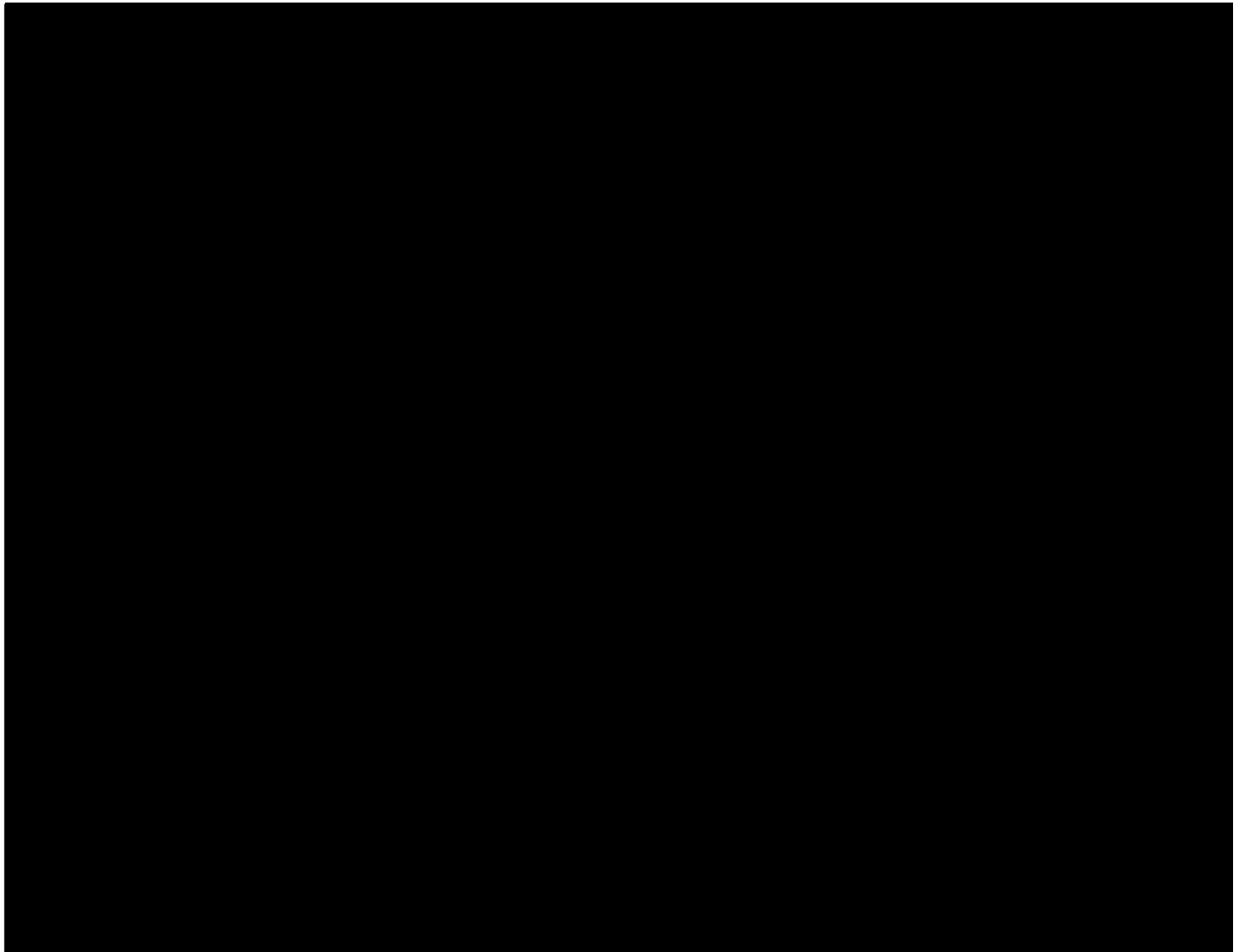


4. Value-Add: Snow Load Management & Removal



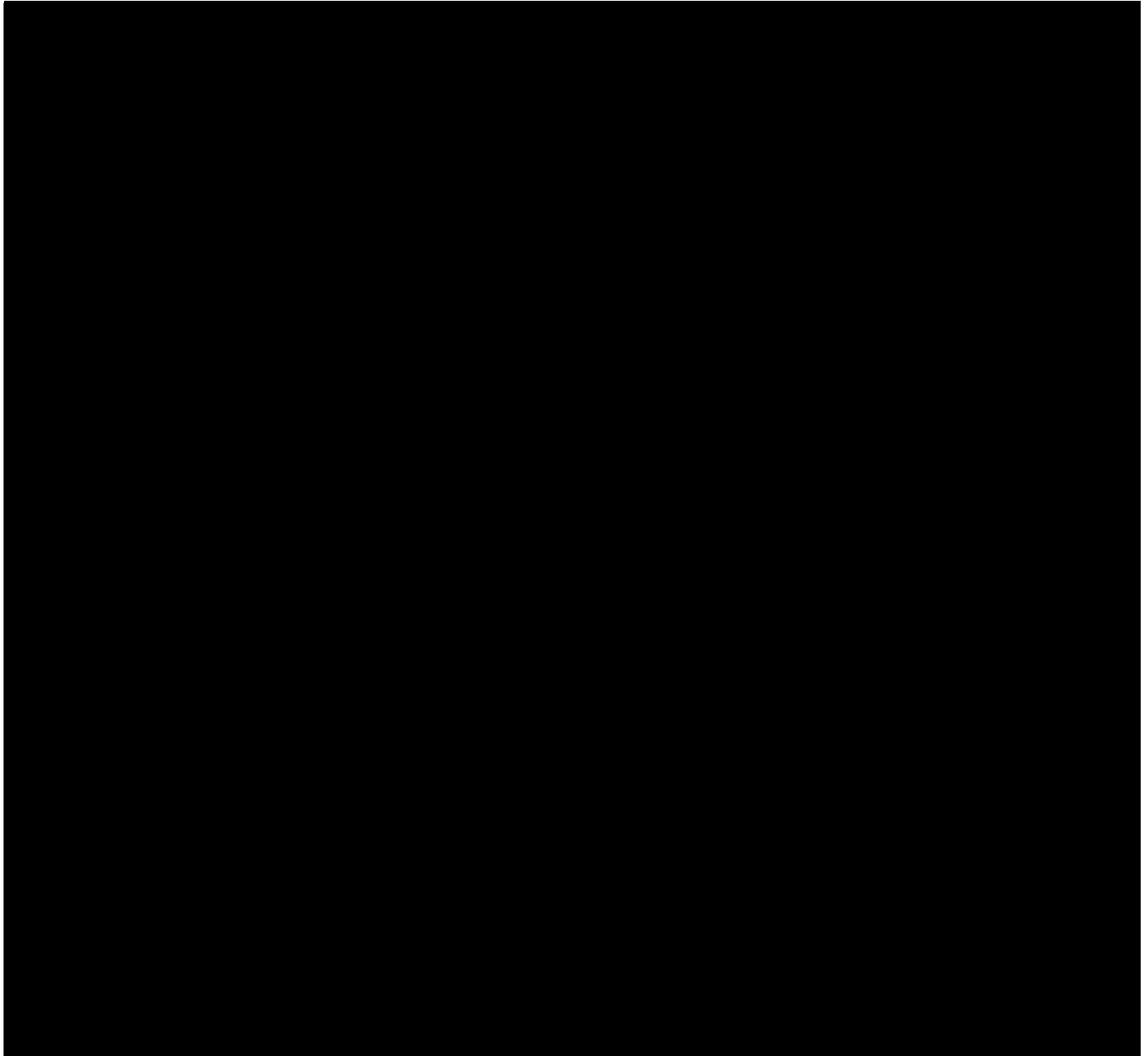


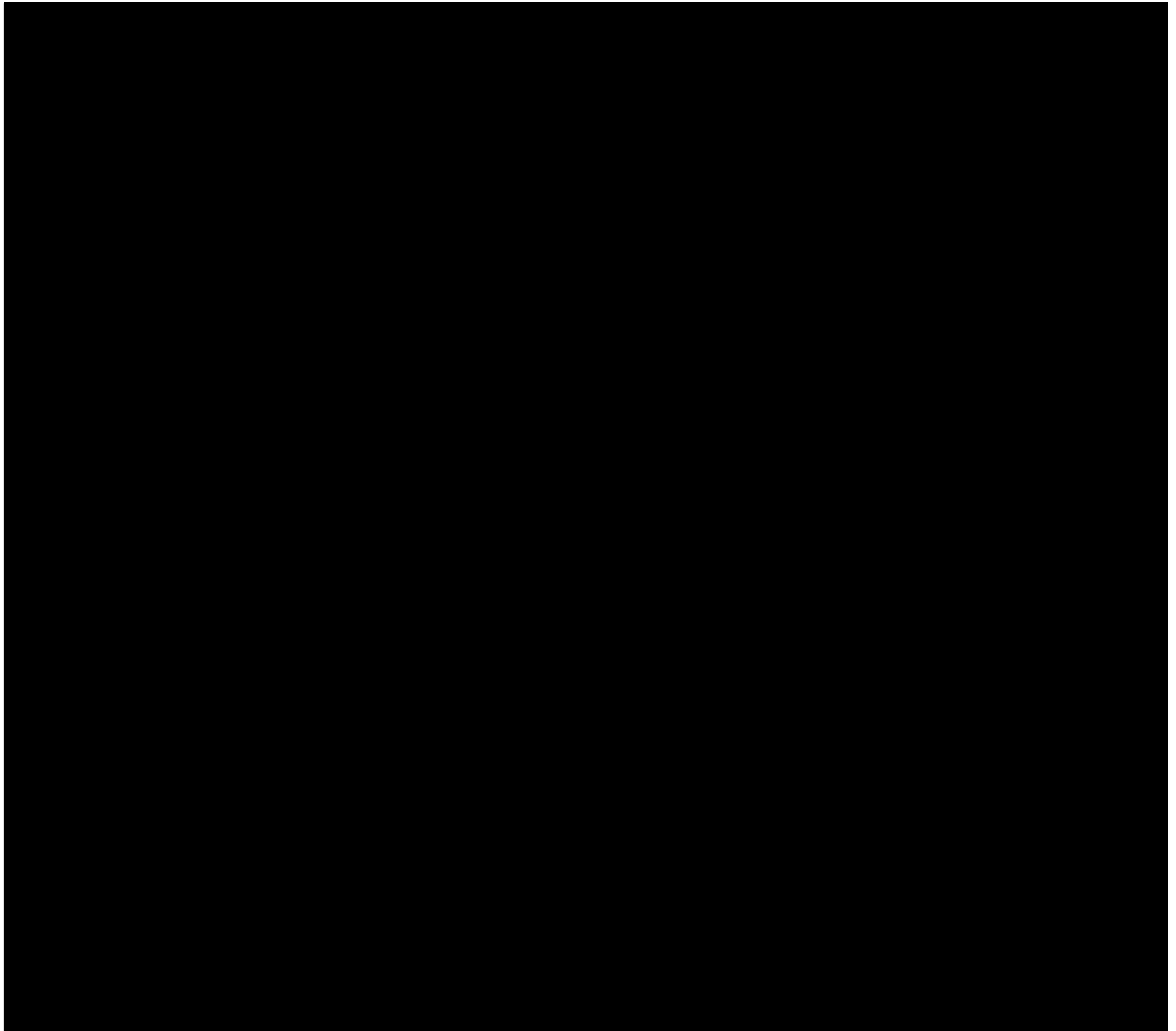
5. Value-Add: Warranty Maximization Program





6. Value-Add: Material Pricing Discount





Appendix E: VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of _____, by and between _____
RoofConnect Logistics, Inc. ("Vendor") and Region 10 Education Service Center ("Region
10 ESC") for the purchase of Roofing installation, materials, related services, and Job Order Contracting (JOC)
("the products and services").*

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor 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 Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- ☐ **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (2) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for four (3) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- ☐ **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

Scope: This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members.

Compliance: Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.

Respondent's promise: Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

4.1. **Respondent contract documents:** Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.

4.2. **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

4.3. **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.

4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).

4.5. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.

4.6. **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- Special terms and conditions
- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.8 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, members and employees shall be made party to any claim for breach of such agreement.

ARTICLE 5- TERMINATION OF CONTRACT

5.1. **Cancellation for non-performance or contractor deficiency:** Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 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 10 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 and/or material that 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 and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

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

5.2 **Termination for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 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 vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **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 that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **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

5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

ARTICLE 6- LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

6.2 **Suspension or Debarment:** Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.

6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the participating member issuing a Purchase Order. 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 vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.

7.4 **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.

7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.

7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Region 10 ESC member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

ARTICLE 8- BILLING AND REPORTING

8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor.

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

8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

8.3 **Reporting:** Vendor shall electronically provide Equalis Group with a detailed line item monthly report showing the dollar volume of all member product sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis Group offices at info@equalisgroup.org. Reports are due on the **fifteenth (15th)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. Fields below marked as *required indicate a required field. All other fields are preferred, but not required:

Member Data	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
Distributor Data	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
Product Data	Product Category level 1
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure level 1
	Product packaging Unit of Measure level 2
	Product packaging Unit of Measure level 3
Spend Data	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$ *required

	Admin Fee % *required
	Admin Fee \$ *required

ARTICLE 9- PRICING

9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.

9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency 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 manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

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

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in Attachment A. All pricing submitted to Region 10 ESC shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.

9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

ARTICLE 10- PRICING AUDIT

10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 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 10 ESC or Equalis Group.

ARTICLE 11- PROPOSER PRODUCT LINE REQUIREMENTS

11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, Vendor 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.

11.3 **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. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

11.4 **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.

11.5 **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.

11.6 **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.

11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.

12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.

It is the contractor's responsibility to analyze electrical needs and the ability of the client's facility to accommodate their request. If additional capacity is required, the contractor is responsible for arranging for the equipment, the installation and removal at their own expense. f

12.3 **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that 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. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor 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.

12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, 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 Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional

insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

12.7 Maintenance Facilities and Support: It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

ARTICLE 13- MISCELENOUS

13.1 Funding Out Clause: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."

13.2 Disclosures: Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in Equalis Group.

Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

13.3 Indemnity: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating members shall be in the jurisdiction of the participating agency.

13.4 **Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.

13.5 **Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.

13.6 **Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

Certificates of insurance shall be delivered to the participant prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.

Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and member.

The contractor, at their expense and included as part of overhead, will provide adequate insurance coverage meeting at a minimum the requirements of the State of Texas or the state where the job is located. If the member has higher insurance requirements, those requirements may be added as an addendum to the purchase order.

13.7 **Subcontracts/Sub Contractors:** If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.

No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

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

13.9 **Boycott Certification:** Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.


13.10 **Venue:** All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.

[Remainder of Page Intentionally Left Blank- Signatures follow on Signature Form]

CONTRACT SIGNATURE FORM


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

Prices are guaranteed: **120 days**

Company name RoofConnect Logistics, Inc. dba RoofConnect
Address 44 Grant 65
City/State/Zip Sheridan, AR 72150
Telephone No. 877-942-5613
Fax No. 870-942-2666
Email address equalis@roofconnect.com
Printed name Jeremy Hill
Position with company VP of Operations
Authorized signature 

Term of contract November 1, 2020 to October 31, 2022

Unless otherwise stated, all contracts are for a period of three (2) years with an option to renew annually for an additional four (3) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.


Region 10 ESC Authorized Agent

10/22/20
Date

Rickey Williams
Print Name

Equalis Group Contract Number R10-1101A

Appendix F: ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractors Requirements
- DOC #5 Antitrust Certification Statement
- DOC #6 Implementation of House Bill 1295
- DOC #7 Boycott Certification
- DOC #8 Terrorist State Certification
- DOC #9 Resident Certification
- DOC #10 Federal Funds Certification Form

FOR VENDORS INTENDING TO DO BUSINESS IN ARIZONA:

- DOC #11 Arizona Contractor Requirements

FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

- DOC #12 Ownership Disclosure Form
- DOC #13 Non-Collusion Affidavit
- DOC #14 Affirmative Action Affidavit
- DOC #15 Political Contribution Disclosure Form
- DOC #16 Stockholder Disclosure Form

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

- DOC #17 General Terms & Conditions and Acceptance Form

New Jersey vendors are also 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.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1 CLEAN AIR AND WATER ACT

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

Potential Vendor: RoofConnect Logistics, Inc. dba RoofConnect

Title of Authorized Representative: VP of Operations

Mailing Address: PO Box 908, Sheridan, AR 72150

Signature: 

DOC #2 DEBARMENT NOTICE

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

Potential Vendor: RoofConnect Logistics, Inc. dba RoofConnect

Title of Authorized Representative: VP of Operations

Mailing Address: PO Box 908, Sheridan, AR 72150

Signature: 

DOC #3 LOBBYING CERTIFICATION

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

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid 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 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 or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," 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 sub-recipients shall certify and disclose accordingly.



Signature of Respondent

9/1/2020

Date

DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

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

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

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

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

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

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

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

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

Business Operations in Sudan, Iran

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



Signature of Respondent

9/1/2020

Date

DOC #5 ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

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

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

VENDOR RoofConnect Logistics, Inc. dba RoofConnect

ADDRESS 44 Grant 65 - PO Box 908

Sheridan, AR 72150

PHONE 877-942-5613

FAX 870-942-2666

RESPONDANT



Signature

Jeremy Hill

Printed Name

VP of Operations

Position with Company

AUTHORIZING OFFICIAL

Signature

Printed Name

Position with Company

DOC #6 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:

Starting on January 1, 2016, the commission will make 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 and have the form notarized. 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. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

DOC #7 BOYCOTT CERTIFICATION

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

DOC #8 TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

DOC #9 RESIDENT CERTIFICATION:

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

☐ I certify that my company is a "resident Bidder"

☒ I certify that my company qualifies as a "nonresident Bidder"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

RoofConnect Logistics, Inc. dba RoofConnect 44 Grant 65 - PO Box 908 Com
pany Name Address

Sheridan, AR 72150 City
State Zip

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

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 USC 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.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? JH
(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

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 in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? JH
(Initials of Authorized Representative)

3. Equal Employment Opportunity:

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? JH
(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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.

Does vendor agree? JH
(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

Does vendor agree? JH
(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency's 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 or 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.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? JH
(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? JH
(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR 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.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? JH
(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors 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 USC 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? JH
(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory

level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? JH
(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? JH
(Initials of Authorized Representative)

12. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? JH
(Initials of Authorized Representative)

13. Applicability to Subcontractors

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

Does vendor agree? JH
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

RoofConnect Logistics, Inc. dba RoofConnect

Company Name



Signature of Authorized Company Official

Jeremy Hill

Printed Name

VP of Operations

Title

9/1/2020

Date

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance: All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that 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 present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.



Signature of Respondent

9/1/2020

Date

DOC #12 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 Respondent 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: RoofConnect Logistics, Inc. dba RoofConnect

Street: 44 Grant 65 - PO Box 908

City, State, Zip Code: Sheridan, AR 72150

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 Jeremy Hill, an authorized representative of RoofConnect Logistics, 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
Board of Trustees	44 Grant 65 - PO Box 908, Sheridan, AR 72150	51%
David W. Workman	700 Amy Lane, Sheridan, AR 72150	49%

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

 VP of Operations
Authorized Signature and Title

9/1/2020
Date

DOC #13 NON-COLLUSION AFFIDAVIT

Company Name:

Street:

City, State, Zip Code:

State of ~~New Jersey~~ Arkansas

County of Grant

I, Jeremy Hill of the Sheridan
Name City

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

I am the VP of Operations of the firm of RoofConnect Logistics, Inc.
Title Company Name

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent 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 bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid 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

RoofConnect Logistics, Inc.
Company Name

Jeremy Hill VP of Operations
Authorized Signature & Title

Subscribed and sworn before me

this 1st day of September, 2020

Rachel N. Mooney
Notary Public of ~~New Jersey~~ Arkansas
My commission expires 9/11, 2026

SEAL



Company Name: RoofConnect Logistics, Inc. dba RoofConnect
Street: 44 Grant 65 - PO Box 908
City, State, Zip Code: Sheridan, AR 72150

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are 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 Harrison Township Board of Education

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.



Authorized Signature and Title

VP of Operations

9/1/2020

Date

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 its 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

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 (www.nj.gov/dca/lgs/lfnm/lfnmenu.shtml).

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 www.nj.gov/dca/lgs/p2p. 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) 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:

4. any State, county, or municipal committee of a political party
5. any legislative leadership committee*
6. any continuing political committee (a.k.a., political action committee)
7. any candidate committee of a candidate for, or holder of, an elective office:
 1. of the public entity awarding the contract
 2. of that county in which that public entity is located
 3. of another public entity within that county
 4. 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:

8. 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
9. all principals, partners, officers, or directors of the business entity or their spouses
10. any subsidiaries directly or indirectly controlled by the business entity
11. 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

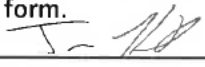
Required Pursuant To N.J.S.A. 19:44A-20.26

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:	RoofConnect Logistics, Inc. dba RoofConnect		
Address:	44 Grant 65		
City:	Sheridan	State:	AR
Zip:	72150		

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.

	Jeremy Hill	VP of Operations
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
N/A			\$

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ____ of ____

[illegible]

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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 Executive}

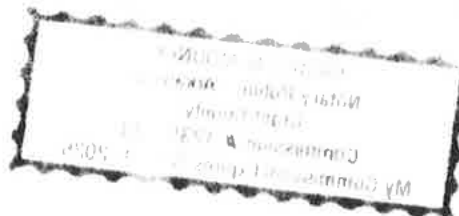
County Clerk

Surrogate

Sheriff

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

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.



DOC #16 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

☐ Sole Proprietorship

☐ Limited Liability Partnership

☒ Corporation

☐ Limited Partnership

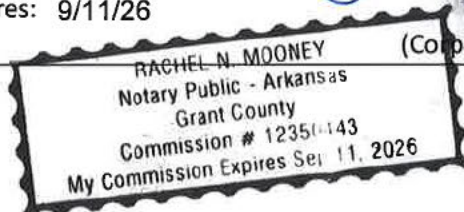
☐ Limited Liability Corporation

☐ Subchapter S Corporation

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

Stockholders:

Name: Board of Trustees	Name: David W. Workman
Home Address: 44 Grant 65 Sheridan, AR 72150	Home Address: 700 Amy Lane Sheridan, AR 72150
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this <u>1st</u> day of <u>September</u> , 2 <u>020</u>	
(Notary Public) <u>Rachel N. Mooney</u>	<u>Jeremy Hill, VP of Operations</u> (Affiant) (Print name & title of affiant)
My Commission expires: 9/11/26	(Corporate Seal)



DOC #17 GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☒ We take no exceptions/deviations to the general terms and conditions

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

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

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

ATTACHMENTS

ATTACHMENT A: Equalis Group Exhibits

ATTACHMENT B: Pricing

ATTACHMENT C: State Notice

OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked 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 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 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 10 ESC's Open Records Policy below:

☐ We acknowledge Region 10 ESC's Public Information Act 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.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested 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: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)

9/11/20

Date



Authorized Signature & Title

Confidential Information

- Page 1; Questions 6 & 7
 - RoofConnect's sales volume shall remain confidential. Because RoofConnect is not publicly traded, it is not required to disclose financial information by the Security Exchange Commission, as required of publicly traded organizations.
- Pages 6 – 21; Question 18
 - RoofConnect Member Contractor Sales Offices listing and sales staff shall remain confidential. RoofConnect is a member organization that is contractually obligated to maintain a confidential listing of contractors within its organization. Listing of Member Contractors publicly can be detrimental to the long-term ability for RoofConnect to maintain its client base on the national level.
- Page 32; Question 30
 - RoofConnect customer information as well as sales and pricing shall remain confidential. Specific client contact information has also been included in the reference sections that can be used by RoofConnect's competitors.
- Page 33; Question 32
 - RoofConnect's sales volume shall remain confidential. Because RoofConnect is not publicly traded, it is not required to disclose financial information by the Security Exchange Commission, as required of publicly traded organizations.
- Pages 59 – 70 Sample Inspection Report
 - RoofConnect's customer information as well as proposal formats and pricing shall remain confidential. Specific client contact information has also been included in the reference sections that can be used by RoofConnect's competitors.
- Appendix B; Pricing
 - Pricing for the solicitation shall remain confidential for this solicitation. RoofConnect's pricing structure for this solicitation is unique to this opportunity. Pricing components can be used negatively in the open market and can directly impact RoofConnect and RoofConnect's Member contractors' opportunities for future success.
- Appendix C; Certificates
 - RoofConnect Member Contractor's state specific contractor's licenses shall remain confidential. RoofConnect is a member organization that is contractually obligated to maintain a confidential listing of contractors within its organization. Listing of Member Contractors publicly can be detrimental to the long-term ability for RoofConnect to maintain its client base on the national level.
- Appendix D; Value-Add
 - RoofConnect's response includes proprietary pricing in the value-add section. Programs and offerings are specific to the RoofConnect organization. The programs and offerings are a competitive advantage not available to RoofConnect's competition.

ATTACHMENT A: Requirements for Lead Agency Agreement To be administered by Equalis Group

The following exhibits are used in evaluating and administering Lead Agency Agreements and are preferred by Equalis Group. Redlined copies of the exhibits should not be submitted with the response. Should a respondent be recommended for award, these exhibits will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response and submit this page only.**

- ☒ Respondent agrees to all terms and conditions outlined in each of the following exhibits
 - ☐ Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in each of the following exhibits. Negotiations will commence after sealed bids are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.
-
- Equalis Group Exhibit A – EQUALIS GROUP RESPONSE FOR LEAD AGENCY AGREEMENT
 - Equalis Group Exhibit B – EQUALIS GROUP ADMINISTRATION AGREEMENT
 - Equalis Group Exhibit C – EQUALIS GROUP MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
 - Equalis Group Exhibit D – EQUALIS GROUP CONTRACT SALES REPORTING TEMPLATE
Equalis Group