18

SUBJECT: PIGGYBACK STATE OF FLORIDA CONTRACT FOR ROOFING PRODUCTS AND SERVICES

BID #:POA-71388-24 **OPEN DATE:**

JACKSONVILLE PROCUREMENT AWARD COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM DATE OF EXECUTED CONTRACT THROUGH OCTOBER 31ST, 2026 WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PUBLIC WORKS PUBLIC BUILDINGS

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to Piggyback State of Florida Contract #72152601-24-OMNIA-ACS with Tremco CPG, Inc. on an as-needed basis for Roofing Products and Services. The period of service will be from the date of executed contract through October 31, 2026, with two (2) one (1) year renewals. The total not to exceed will be $500,000.00.

To be executed by formal contract through the Office of General Counsel and purchase order(s) executed by Procurement.

Attachments: Agency Memo, Letter of Consent, Contract #72152601-24-OMNIA-ACS, Certificate of Insurance

BUYER: _____ BENJAMIN KEMP **RESPECTFULLY SUBMITTED** _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: NINA SICKLER, P.E., DIRECTOR, DEPARTMENT OF PUBLIC WORKS

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF JPAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

A NEW DAY.

City of Jacksonville, Florida

Donna Deegan, Mayor

Department of Public Works

Public Buildings Division
555 W. 44th Street
Jacksonville, FL 32208
(904) 630-CITY
Jacksonville.gov

MEMORANDUM

TO: **Dustin Freeman, Chief**
Procurement Division

THRU: **Nina Sickler, P.E., Director** DocuSigned by: Nina Sickler 1EFA22305D23487
Department of Public Works

FROM: **Roy Birbal, Chief** DocuSigned by: Roy Birbal FBA0E6E062164F6
Public Buildings Division

SUBJECT: **Request to Piggyback State of Florida Contract # 72152601-24-OMNIA-ACSWeatherproofing Technologies Inc. and affiliate Tremco CPG, Inc Roofing Products, Services and JOC Services**

DATE: **June 21, 2024**

The Department of Public Works, Public Buildings Division requests to Piggyback State of Florida Contract # 72152601-24-OMNIA-ACS with Tremco CPG, Inc. on an as-needed basis for Roofing Products and Services. The period of service will be from the date of executed contract through October 31, 2026, with two (2) one (1) year renewals. The total not to exceed will be $500,000.00 and funding will be encumbered by individual releases dependent upon funding, the appropriate account and fiscal year.

Your assistance in concurring with this recommendation would be appreciated. If you have any questions or concerns regarding this matter, please contact Kelly Hooten at 904-255-4340.

Attachments: Tremco Omnia Agreement
Approved Certificate of Insurance

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

Region 4 Education Service Center (ESC)

Contract # R230404

for

ROOFING PRODUCTS, SERVICES AND JOB-ORDER-CONTRACTING (JOC) SERVICES

with

Weatherproofing Technologies Inc.

Effective: November 1,2023

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

The following documents comprise the executed contract between the Region 4 Education Service Center and Weatherproofing Technologies Inc effective November 1, 2023:

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

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name: Weatherproofing Technologies Inc.

Address: 3735 Green Rd.

City/State/Zip: Beachwood, OH 44122

Telephone No.: (216) 292-5064

Email Address: JKMilliken@tremcoinc.com

Printed Name: JK Milliken

Title: President

Authorized signature: JK Milliken/ss

Accepted by Region 4 ESC:

Contract No. R230404

Initial Contract Term 11/1/2023 to 10/31/2026

Carmen T Moreno
Region 4 ESC Authorized Board Member

10/24/2023
Date

Carmen T. Moreno
Print Name

LaVerie Wise
Region 4 ESC Authorized Board Member

10/24/2023
Date

LaVerie Wise
Print Name

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

ROOFING PRODUCTS, SERVICES AND JOB-ORDER SERVICES PROPOSAL

POINT OF CONTACT

Weatherproofing Technologies, Inc.

Craig Nelson
VP WTI GC Strategy

216-496-0209
cnelson@wtiservices.com

SUBMITTED TO

OMNIA PARTNERS
REGION 4 EDUCATION SERVICE CENTER
for Roofing Products, Services and JOC Services

Solicitation Number 23-04

JUNE 27, 2023

This proposal includes data that shall not be disclosed outside OMNIA and their members and shall not be duplicated, used, or disclosed - in whole or in part - for any purposes other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror as a result of - or in connection with - the submission of this data, the (customer) shall have the right to duplicate, use, or disclose that data to the extent provided in the resulting contract. This restriction does not limit the (customer's) right to use information contained in this data if it is obtained from another source without restriction. This data is also confidential information and trade secrets subject to 5 U.S.C. sec. 552(b)(4) and 18 U.S.C. sec. 1905.

TREMCO Construction Products Group | wti

WTI is part of Tremco Construction Products Group

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

COVER LETTER

6/23/2023

RE: Solicitation No. 23-04—Region 4 Education Service Center for Roofing Products, Services, and JOC Services

Weatherproofing Technologies Inc. ("WTI") and its affiliate Tremco CPG, Inc. (Tremco) are pleased to present our Region 4 ESC RFP Response. Our comprehensive response represents our approach and demonstrated success in providing the types of services requested in the RFP. We believe as evidenced from our many years of working under Region 4 ESC, OMNIA Partners contacts it is very clear we can provide the services and products required by OMNIA members. Managing facilities can be complex. Procuring comprehensive and cost effective solutions shouldn't be. Identifying the problem and defining the technical solution only solves part of the problem. OMNIA members want and need to procure high-quality, cost-effective, and comprehensive building envelope solutions without sacrificing transparency, which WTI can provide under the contract.

WTI brings 62 years of experience in delivering superior solutions to both basic and complicated exterior building, roofing, fall protection, parking garage, waterproofing, indoor air quality, HVAC restoration, paving, and flooring projects. While our affiliate company, Tremco, has been providing roofing and building envelope materials and services for more than 95 years.

Coupled with an extensive Tremco CPG portfolio, WTI and Tremco is the industry leader in providing roofing and building enclosure solutions. The Tremco portfolio includes Tremco Roofing and Building Maintenance, WTI, Tremco Commercial Sealants & Waterproofing, Dryvit Systems (insulated exterior finish system), Nudura (insulated concrete wall system), Prebuck LLC, (pre-engineered wall system), and Willseal (durable expansion joint systems). In tandem with WTI's full-service design build GC capabilities, these manufacturing resources, along with WTI Pure Air (HVAC analysis and restoration, disinfecting and sanitizing services), CanAm (building envelope sealing) and sister company, Stonhard (sustainable and high performance flooring) give OMNIA members a unique, single point of contact for all their building envelope, flooring and paving needs. In addition, WTI's National Cooperative Contractor Network provides OMNIA members with another way to compliantly procure solutions through a network of highly qualified, local, best-in-class pre-qualified contractors.

WTI, Tremco and our In-Network Contractors have provided cost-effective solutions to increase performance while reducing costs for numerous public agencies, many of which are OMNIA members, across North America, both large and small. This has resulted in many long term partnerships. This continues to be our goal and has been demonstrated through our long history with successfully performing on Region 4 ESC contracts since 2004.

In an effort to continue to provide the best value to OMNIA's membership, we have increased our material only discount, lowered our RS Means coefficient, and added additional value add line items to further enhance contract usability by OMNIA members nationwide. As part of our bid submission, we have provided bid bonds for the State of Texas and the State of Michigan in hard copy. The State of Texas bond is per the RFP requirements. The State of Michigan bond is provided to meet Michigan's bidding requirements.

Please feel free to contact us with any questions or comments. Thank you for consideration of our proposal submission.

Sincerely,

Craig A. Nelson
VP WTI GC Strategy
Weatherproofing Technologies Inc. and Tremco
216-496-0209 cnelson@wtiservices.com

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

VALUE ADD
WEBLINKS

The following web-links are provided to take you to valuable and helpful information and resources about our products and services, in depth information about our company where you can learn about our corporate governance and philosophy, as well as useful resources that can help you begin the process of restoring your buildings before your projects begin. We believe that the more our customers and project partners understand about our process, products, and services the more successful a project will be.

The images on the right are interactive hyperlinks, simply hover over the image and click. This will take you to our website so you can quickly find the information you need when you need it.

PRODUCT CATALOGUE SHEETS

Tremco Construction Products Group (CPG) has made 1000s of product sheets available for our customers. To make it easier for our customers to find information on specific products we have conveniently made them available on-line through our website.

COMPANY GOVERNANCE—THE VALUE OF 168 ONLINE

The Value of 168 is the corporate philosophy set forth by the company's founder Frank C. Sullivan. It is a unique form of corporate governance that signifies RPM's, WTI's parent company, enduring commitment to conduct business by doing the right things, the right way for the right reasons—on behalf of its associates, customers and shareholders.

WARRANTY INFORMATION—THE POWER OF ONE

One Building Envelope. One Warranty. One Powerful System Delivering Unmatched Protection for Your Building. Additional information on our Warranty program.

QUALITY CONTROL—ISO 9001:2015

Both Tremco CPG Inc. and WTI (Weatherproofing Technologies, Inc.) are ISO 9001:2015 certified organizations. This is the highest level of quality certification that can be achieved in this class. Press the hyperlink to learn more and get a copy of our certifications.

ISO
9001:2015

TREMCO QUALITY CONTROL CUSTOMER SATISFACTION PROGRAM

Tremco partnered with ASU to implement a quality control program that assists Tremco to better serve our customers by tracking and documenting the performance information of all the warranted projects. To learn more about the program and see our ***ASU Performance Summary*** press the hyperlink.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

VALUE ADD
WEBLINKS

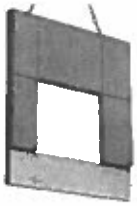
BUILDING SCIENCE LIBRARY

Open to the construction and design industry, our Building Science Laboratory in Cleveland, Ohio conducts full wall assembly testing for air and moisture infiltration, thermal conductivity, as well as building material compatibility. With safety and sustainability in mind, we push the limits of building envelope testing beyond industry standards to help ensure buildings withstand real-world environmental conditions.

BUILDING DESIGN VISUALIZER

Customize the look of your building or parking garage and explore the products to bring it to life with our on-line building design app. You can choose a preloaded scene or upload your own. Create an account to save and access previous projects.

OFF-SITE CONSTRUCTION



Build better buildings, faster with off-site construction. Tremco CPG offers a complete line of products for your building envelope. Don't Waste Time Sourcing Materials from Multiple Manufacturers. We have everything you need to construct a proven building envelope in a factory setting.

RESTORATION GUIDES FOR COMMON BUILDING EXTERIOR ISSUES

The web-link will take you to our library of guides that help you identify and resolve typical building issues. All our guides are downloadable for easy reference.

NEED TO FIND A REP

To find reps for your next project we offer a on-line find-your-rep app. Once you're on our site, just click on the state you would like to find a rep. Each name is interactive—providing you with contact information and their location.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

region4

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

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 23-04

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for
Roofing Products, Services and Job-Order0Contracting (JOC) Services

This Addendum No. 1 amends the Request for Proposals (RFP) for Roofing Products, Services and Job-Order-Contracting (JOC) Services ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Roofing Products, Services and Job-Order0Contracting (JOC) Services. Addendum No. 1 is hereby issued as follows:

This Addendum No. 1 is hereby issued to UPDATE THE SUBMITTAL DEADLINE

1. Page 1, Remove the submittal deadline and replace with the following:

SUBMITTAL DEADLINE: TUESDAY, JUNE 27, 2023, 2:00 PM CENTRAL TIME

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

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

Company Name Weatherproofing Technologies, Inc.

Contact Person J.K. Milliken, President

Signature JK Milliken/ss

Date June 22, 2023

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

TAB 1 DRAFT CONTRACT AND OFFER AND CONTRACT SIGNATURE FORM (APPENDIX A) 8

TAB 2 PRODUCTS/PRICING TAB AND PRICING COEFFICIENTS (Includes answers to section 2. a) 17

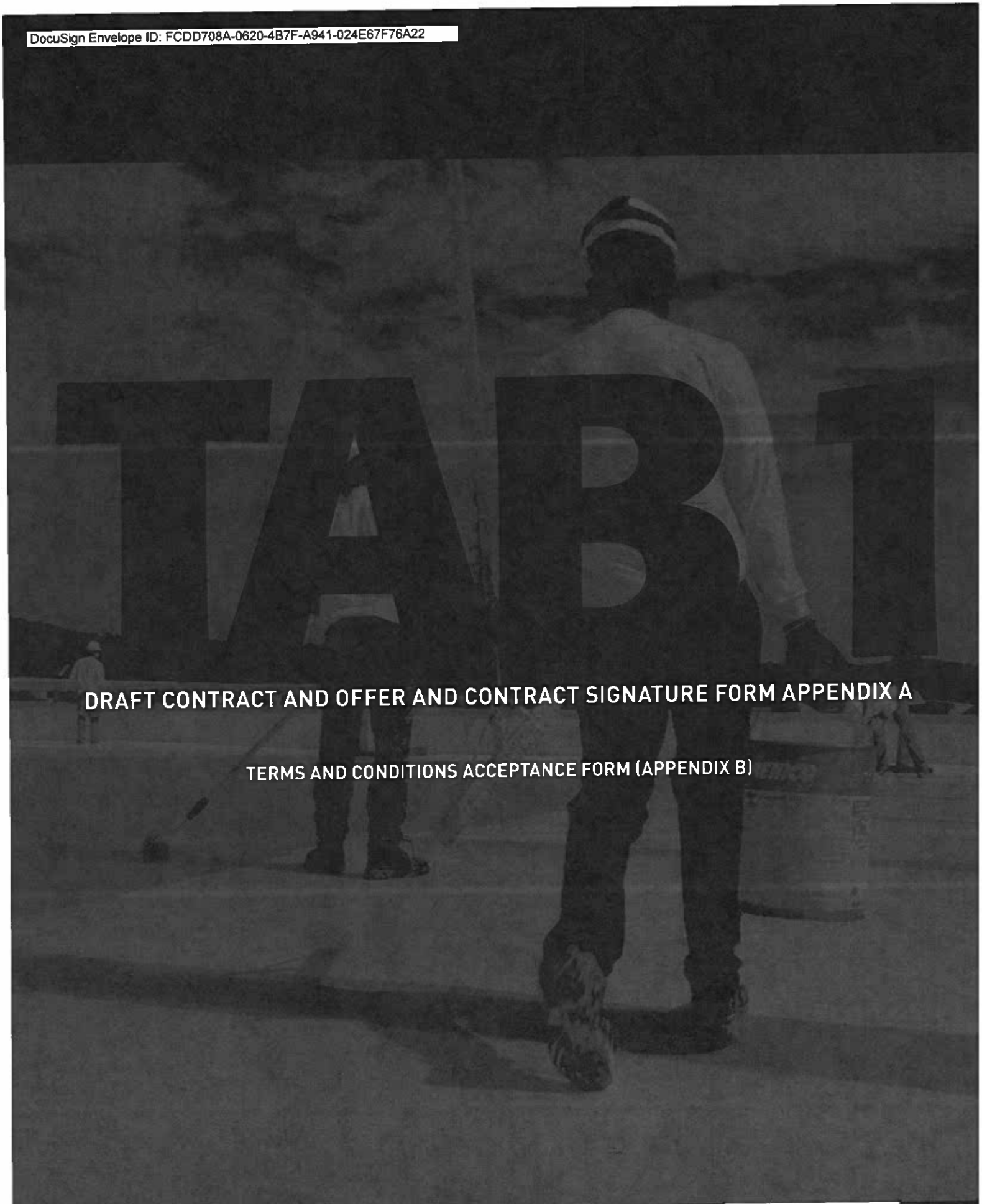
TAB 3 PERFORMANCE CAPABILITY (Includes answers to section 2. b) 22

TAB 4 QUALIFICATIONS AND EXPERIENCE (Includes answers to section 2. c) 137

TAB 5 ADDITIONAL REQUIRED DOCUMENTS (APPENDIX C) (Includes answers to section 2. d) 166

TAB 6 VALUE ADDED SERVICES 173

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22



TAB I

DRAFT CONTRACT AND OFFER AND CONTRACT SIGNATURE FORM APPENDIX A

TERMS AND CONDITIONS ACCEPTANCE FORM (APPENDIX B)

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 202X by and between _____ _____ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of _____ ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R_____ for _____ ("RFP"), to which Contractor provided a response ("Proposal"); and

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

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

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

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

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

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

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

Any job orders, project agreements or maintenance agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

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

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

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

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

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

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

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

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

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

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

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period.

Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

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

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

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

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

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

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

the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

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

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

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

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

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

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

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

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

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

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

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

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

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

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

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

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a

material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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

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

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

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

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

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

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

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

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name: Weatherproofing Technologies Inc.

Address: 3735 Green Rd.

City/State/Zip: Beachwood, OH 44122

Telephone No.: (216) 292-5064

Email Address: JKMilliken@tremcoinc.com

Printed Name: JK Milliken

Title: President

Authorized signature: JK Milliken/ss

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term_____to _____

_____ _____
Region 4 ESC Authorized Board Member Date

_____
Print Name

_____ _____
Region 4 ESC Authorized Board Member Date

_____
Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

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

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

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

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
APPENDIX A Page 44 Exhibit A PDF Page 60	Adding Authorized Distributors/Dealers	The National Cooperative Contractor Network roster lists the individual pre-qualified and In-Network contractors that are independently owned and part of this RFP response. This roster will be updated as new contractors enter the program who demonstrate competency in the stipulated criteria and that agree to the terms and conditions contained in this RFP. Contractors accepted in the Contractor Network Program will be sent to Region 4 ESC for approval prior to performing work for OMNIA Members. Under the Contractor Network Method of Delivery, which is included in our response, the awarded In-Network contractor is the prime. With this being said, all POs, invoices, payments, etc. will occur directly between the In-Network Contractor and the Participating Agency directly.	Accepted
APPENDIX A Page 43, 46	Term of agreement Survival Clause	Proposals submitted to OMNIA Members prior to expiration of termination of the contract that leads to the issuance of a purchase order will survive the term of the agreement.	Accepted

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
APPENDIX D Exhibit A PDF Page 60	1.1 Requirements	The RFP language states: All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually Under WTI's Contractor Network Method of Delivery, all transactions, purchase orders, invoices, payments etc., will occur directly between the In-Network Contractor and each Participating Public Agency individually.	Accepted
APPENDIX D Exhibit A PDF Page 62, 68	1.2 Marketing, Sales and Administrative Support 3.3 Marketing and Sales	The RFP language states: Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. While many public agencies value our OMNIA contracts there are many factors that go into securing a sale including how a public agency would like to procure our solutions, agency-specific contract preferences, agency procurement policy, and administrative and legislative procurement policy. WTI will aggressively promote this contract with the intent of producing sales under this contract; however, due to the speculative and unique nature of the services we provide, we do not have the ability to guarantee sales.	OMNIA Partners
APPENDIX D Exhibit A PDF Page 63, 64	1.5 Objectives of Cooperative Program 2.1 Corporate Commitment 2.3 Sales Commitment	The RFP language states: Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide Tremco corporate is committed to aggressively marketing the OMNIA contract to the public sector based on public agency contract preference and agency procurement policies, and administrative and legislative procurement policies.	OMNIA Partners
APPENDIX D Exhibit A PDF Page 64, 67	2.2 Pricing Commitment 3.3 Marketing and Sales	WTI will provide pricing which is comparable to other valued public sector customers or what is referred to in the marketplace as market competitive pricing. Given the many variances and unique conditions presented on each project, a lowest pricing or best government pricing is not reasonably achievable and we believe is more suited to commodity purchases that are very different from the unique solutions we provide given the many variances and site-specific conditions presented on each project. WTI is committed to offering and providing the best value at the best site-specific pricing available to every OMNIA Member.	OMNIA Partners
APPENDIX D Exhibit A PDF Page 69	3.3 Marketing and Sales	The RFP language states: The following options are available when responding to a solicitation for Products covered under the Master Agreement. There are many factors that go into how a public agency would like to procure our solutions which include traditional bidding of products and services. WTI will, if electing to respond to such solicitations, respond as we do in our normal course of our traditional business outside of our OMNIA contracts.	OMNIA Partners
APPENDIX A Page 46	Delivery	All deliveries shall be freight prepaid and freight pricing will be provided on each proposal.	Accepted

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
EXHIBIT F Page 90	Buy American Requirement	Tremco has maintained its headquarters in the greater Cleveland area since 1928. The vast majority of our roofing products are manufactured in our Cleveland-based roofing plant, although some products are manufactured at our Canadian plant or purchased for resale. We believe we are in an excellent position to fulfill the requirements of Buy American, however, note that deviations may be necessary depending upon the scope and product or system requirements of a particular project or OMNIA Member request.	Supplier will confirm on a case by case basis as required by Participating Public Agency.
Solicitation 23-04	Participating Agencies/ Members referenced throughout Solicitation 23-04	We request Region 4 ESC include other entities contracted to conduct business on behalf of a Participating Agency/Member, provided they follow the Participating Agency/Member's state and local procurement regulations and have authorization by the Participating Public Agency to utilize Region 4 ESC's Roofing Products, Services and Job-Order Contracting Services contract on behalf of Participating Public Agency. The reason we are requesting the inclusion of "other entities" as some public agencies prefer to contract out, or outsource, the oversight of their facilities and/or roofing and building envelope-related projects to third parties such as energy service companies (ESCOs), solar integrators, general contractors, and property-management companies. Adding the ability of these contracted parties to utilize the contract on a Participating Public Agency's behalf will result in the Participating Public Agency still obtaining the benefits of procuring roofing and building envelope solutions, and all value add under this contract.	Accepted
EXHIBT B Page 74	Terms & Conditions	The RFP language states: All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below, along with an electronic copy to the email addresses listed below. WTI proposes that digital means of communication be accepted except for legal notices.	OMNIA Partners
RFP Page 42	Proposed Pricing Coefficient (s)	The RFP language states: Please provide Coefficients for products and services not listed in the provided line items for states that you are proposing to do work in. WTI has provided coefficients with the RS Means Construction Cost Index Catalog for all product and service offerings in all markets.	Accepted
APPENDIX D EHIBIT A Page 68	3.3 Marketing and Sales	The RFP language states: Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. WTI is unable to provide the list of top ten public agency customers as this information is privileged and confidential and we do not have permission from our customers to divulge it.	OMNIA Partners
RFP Page 40	Pricing tab	The line item descriptor was incorrect on Line Item 50 under Roof Services. It states: Special Rental Equipment (Priced based on 9.11.2 above) We corrected the verbiage to point to the right line item referenced: Special Rental Equipment (Based on RS Means line 48d)	Accepted

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

TAB 2

PRODUCTS/PRICING TAB AND PRICING COEFFICIENTS

INCLUDES ANSWERS TO SECTION 2.a

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

PRODUCTS/PRICING TAB AND PRICING COEFFICIENTS

i. **Discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum the Awarded Offeror must hold the proposed price list firm for the first 12 months after the contract award. Offerors may elect to limit their proposals to any category or categories. Services such as installation, delivery, technical support, training, and other services must be priced or listed as free in order to be offered on the contract. Unlisted services will not be accepted.**

WTI is offering our full line of products and services under this contract. Tremco's current price book is offered with a [redacted] discount. This [redacted] discount will remain firm throughout an awarded contract. However, depending on market conditions as we have seen over the last several years with unexpected supply chain and labor issues, this pricing may need to be adjusted periodically. Any change in pricing will be supported by economic price adjustment justification. WTI is also offering full turnkey solutions with pricing provided in the line-item pricing format along with additional value-added line items and individual state coefficients. In addition, pricing will be supplemented by the most current on line RS Means Construction Cost Data utilizing the coefficient for each state. The proposed coefficients will remain the same for the first 12 months of the contract.

WTI is proposing for all states a discount coefficient for standard hours of [redacted] and for non-standard hours a positive coefficient of [redacted]. The markup percentage on non-pre-priced items is [redacted].

ii. **Offerors shall complete and provide pricing and pricing coefficients in the Pricing Tab attached herein.**

WTI has completed the line-item pricing and provided a coefficient for each state beginning on the following pages. The proposed coefficients will remain the same for the first 12 months of the contract.

Full copies of the following pricing is available to OMNIA Members upon request.

- Line-item Pricing, including Value-Add Line Items and State Multipliers
- Coefficients with the RS Means Construction Cost Index Catalog for all deliverables and in all markets
- Tremco Material Price Book

TREMCO™

Roofing & Building Maintenance

U.S. Roofing

OMNIA Price List

Dated: November 1, 2023

Discount Information

Manufacturer	Type of Products	Discount off MSRP	Shipping	Warranty Period**
Tremco	All Tremco Materials * Excluding Materials listed below			
	Metal *			
	Insulation *			
	Fastener*			
	Vegetative Roofing *			
	Specialty Aggregate *			
	Safety Systems *			

** Additional warranties over 20 years available

http://tremcoroofing.com/product-archive/product-archive-documents/

Tremco Incorporated - All Rights Reserved

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

iii. Is pricing available for all products and services?

Yes. Tremco's material price book, the completed line-item pricing and the ability to use RS Means will be used to produce pricing for all roofing, building envelope and JOC projects.

iv. Provide pricing for warranties on all products and services.

Projects performed under the contract, will all receive WTI's standard two-year installation/labor warranty, exceeding the minimum standard one-year labor warranty, with the exception of Stonhard projects which will receive the standard one-year warranty. Standard warranties are included in the cost for each project. In addition, we offer a wide range of additional warranties, samples of which are included in Tab 6—Value Add. Pricing for any additional or optional warranties will be on based on the products and services selected for each specific project and will be provided upon request utilizing the RS Means Construction Cost Data.

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

WTI is committed to offering and providing the best value at the best site-specific pricing based on any economic benefits obtainable per each site-specific project. Based on this, pricing may be lower than submitted under this contract.

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

All pricing will be based upon the design and complexity of the individual project scope. The practices used to develop the pricing will be consistently applied for each project and fully transparent to OMNIA members.

WTI will utilize product pricing and line item pricing approved and in effect under the contract at the time of proposal creation. The customer can verify this directly with WTI or contact OMNIA for verification. RS Means pricing will utilize the most recent online version of RS Means Construction Cost Data (including any city cost index adjustments) utilizing the coefficients submitted with this response. All RS Means proposals or line-item proposal containing RS Means, will be provided in the output format available by the online version of RS Means which details the items used to perform the required scope of work.

vii. Describe payment methods offered.

The method of payments that WTI accepts are credit cards, ACH, or check.

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

[redacted] Our [redacted] discount on material only orders will remain constant throughout the term of the contract.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

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

All new product introductions will align with Tremco's pricing policies and will match the discount structure as submitted herein. In addition, WTI will also use the current online RS Means Construction Cost Data if necessary to price new products and service offerings. In the rare event that a product is not covered by RS Means, source pricing will be requested from the vendor and the non-pre-priced item mark-up will be applied.

x. **Quality Assurance/Quality Control Program - Offeror shall submit a QA/QC plan within with their submittal. This plan shall detail the day-to-day surveillance of work and provide documentation of deficiencies and corrective actions. It should note subcontractor compliance issues and trend analysis and how inspectors will interface and work with both the subcontractors and the Participating Public Agency's staff.**

WTI's full Quality Control Management Program is available to OMNIA members upon request.

wti

Quality Management/ Control Program

This document includes data that shall not be disclosed and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this response. Copyright © 2020 Weatherproofing Technologies, Inc.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

xi. Provide any additional information relevant to this section.

Special Offers/Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

WTI will offer special offers/promotions if available.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

WTI confirms that our pricing is submitted as not to exceed pricing. The pricing submitted is the guaranteed maximum pricing. Given the many variances and unique conditions presented on each project, WTI is committed to offering and providing the best value at the best site-specific pricing based on any economic benefits obtainable per each site-specific project. Based on this, pricing may be lower than submitted under this contract.

Federal Funding Pricing. Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

WTI has extensive experience performing on federally funded projects while complying with federal requirements, including FEMA Special Conditions. Our proposed pricing does not include cost plus, a percentage of cost, or pricing based on time and materials for federally funded projects. All pricing is based on the pricing submitted under this contract as well as RS Means Construction Cost Data.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

TAB 3

PERFORMANCE CAPABILITY

OMNIA PARTNERS DOCUMENTS

INCLUDES ANSWERS TO SECTION 2.b

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

WTI's detailed response to question i. is outlined throughout this section. Regarding volume tracking and reporting, WTI currently tracks all OMNIA projects per contract and will continue to do so in the same manner if awarded a new contract. WTI will provide OMNIA with a separate electronic accounting report for this contract monthly in the format prescribed by OMNIA in the "Contract Sales Report" by the 10th of the following month.

APPENDIX D, EXHIBIT A, SECTION 3.1

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

NEARLY A CENTURY OF SERVICE

Weatherproofing Technologies, Inc. (WTI), established in 1962, along with its affiliated company, Tremco, established in 1928, offers a comprehensive inventory of roofing assessment, leak prevention, building envelope services and products, and general contracting (GC) services. WTI and Tremco, part of Tremco Construction Products Group has annual sales of over [redacted] owns and operates [redacted] manufacturing plants with over [redacted] employees worldwide. Our parent company, RPM International, a Fortune 500 company and a world leader in specialty coatings serves both industrial and consumer markets. RPM, founded in 1947, owns over two dozen operating companies manufacturing popular brand products such as Rust-Oleum®, Carboline®, DAP®, Dryvit®, and Zinsser®. RPM International maintains more than 11,000 employees worldwide, generating over $7 billion in annual sales.

THE ONLY HIGH-PERFORMANCE TOTAL ENCLOSURE MANUFACTURER FOR ALL SIX SIDES OF YOUR BUILDING.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

PERFORMANCE CAPABILITY

WTI and Tremco represents one of the largest organizations in the building envelope industry with nearly [redacted] field advisors, [redacted] technical personnel, and more than [redacted] certified subcontractors. Domestically, these resources combine to provide industry leading products and services to customers throughout the United States and Canada. WTI and Tremco personnel are amongst the most highly trained and experienced in the nation.

ISO 9001:2015 & 14001:2015 CERTIFIED

WTI, along with its affiliated company Tremco, is ISO 9001:2015 and 14001:2015 certified and was the first building envelope service company in the industry to attain this quality certification. ISO certification helps to continually improve our systems and approach to building envelope concerns and is the standard to which we have committed for our customers.

Specific and Relevant Experience Overview

WTI has an outstanding history of performing on cooperative contracts and JOC projects. We understand the intricacies of managing multiple, simultaneous projects as evidenced by our typical schedule of performing up to [redacted] projects concurrently throughout the United States. In the past five years alone, we have managed anywhere from [redacted] to [redacted] subcontractors throughout the performance of simultaneous projects on many JOC-type contracts. Many of our JOC-type contracts span the entire US, giving us additional experience coordinating large, complex contracts with various end-users.

To that end, we maintain a staff of customer service and marketing professionals who have the experience and relationships to educate participating agencies on the advantages of this contract. We have the knowledge, technical expertise, and personnel necessary to complete simultaneous projects throughout the United States.

Additionally, we offer relevant experience and extensive knowledge on Region 4 ESC contracts, benefiting OMNIA members with competitive pricing, reduced response times, familiarity with local building codes and regulations,

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

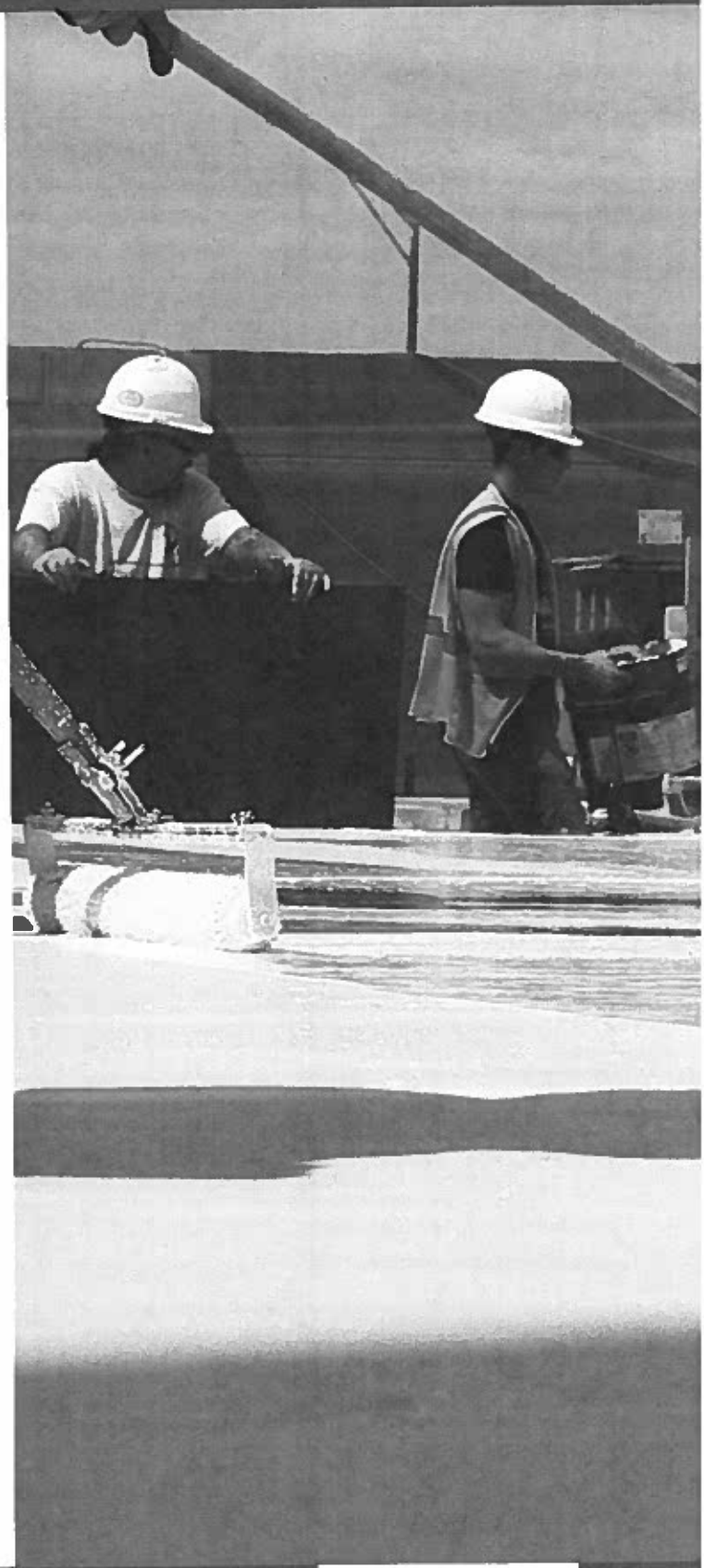
and familiarity with many current OMNIA members. Further, we have the depth and breadth of resources necessary to effectively market and perform projects for school districts, colleges, universities, cities, counties, and other government entities anywhere in the U.S.

WTI's resources ensure that OMNIA members have the flexibility to select the services that meet their project needs with the assurance that all our products and services are of highest quality and competitively priced. OMNIA members can also be assured, since Tremco is the manufacturer we have the ability to meet OMNIA members required project deadlines. Our experience and resources allow us to be very adept at working around and through any supply chain issues that may crop up through the course of the contract.

WTI has a unique familiarity working with Region 4 ESC that demonstrates our overall ability to provide on-time, quality projects. To date, we have successfully been awarded and/or performed ten contracts for Region 4 ESC. We will capitalize on our experience, resources, and relationships to provide Region 4 ESC and OMNIA members with the same superior level of products and services expected from WTI during the past 18 years.

WTI has a long history of work experience with local architects and engineers who have experience working with participating public agencies, and also understand the expectations and deliverables required of this type of contract. We will always encourage and work with our customers and their existing vendors whenever possible to help continue and grow those local relationships.

Throughout the past 18 years, we have performed a significant amount of work, more than $369 million from 2017-2023 alone, on over 800 projects for Region 4 ESC while estimating with the stipulated cost index guide. WTI is committed to taking a proactive approach to ensure superior performance throughout this contract as we strive to provide the best possible products and services to meet or exceed our clients' expectations.



DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

B. Total number and location of salespersons employed by Supplier.

WTI, along with our affiliate company, Tremco, has more than 700 sales representatives, support specialists and business-development personnel throughout our organization. These individuals are trained and provide services nationwide to meet the needs of our customer base.

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

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

Corporate Office

Beachwood, OH 216-766-5623 jkrivos@tremcoinc.com

Eastern Division Office

Flemington, NJ 800-628-7501 kperez@tremcoinc.com

Western Division Office

Vernon, CA 908-619-7891 kperez@treomcoinc.com

D. Annual sales for the three previous fiscal years.

2021	[redacted]
2022	
2023	

a. Submit FEIN and Dunn & Bradstreet report.

340930570

A full copy of WTI's Dunn & Bradsheet report is available to OMNIA members upon request.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

E. Describe any green or environmental initiatives or policies.

DRIVING LASTING CUSTOMER VALUE AND PROMOTING SUSTAINABILITY

Building a Better World means committing to continuous improvement and investing in safer, greener products and processes that benefit our customers, end users and the environment.

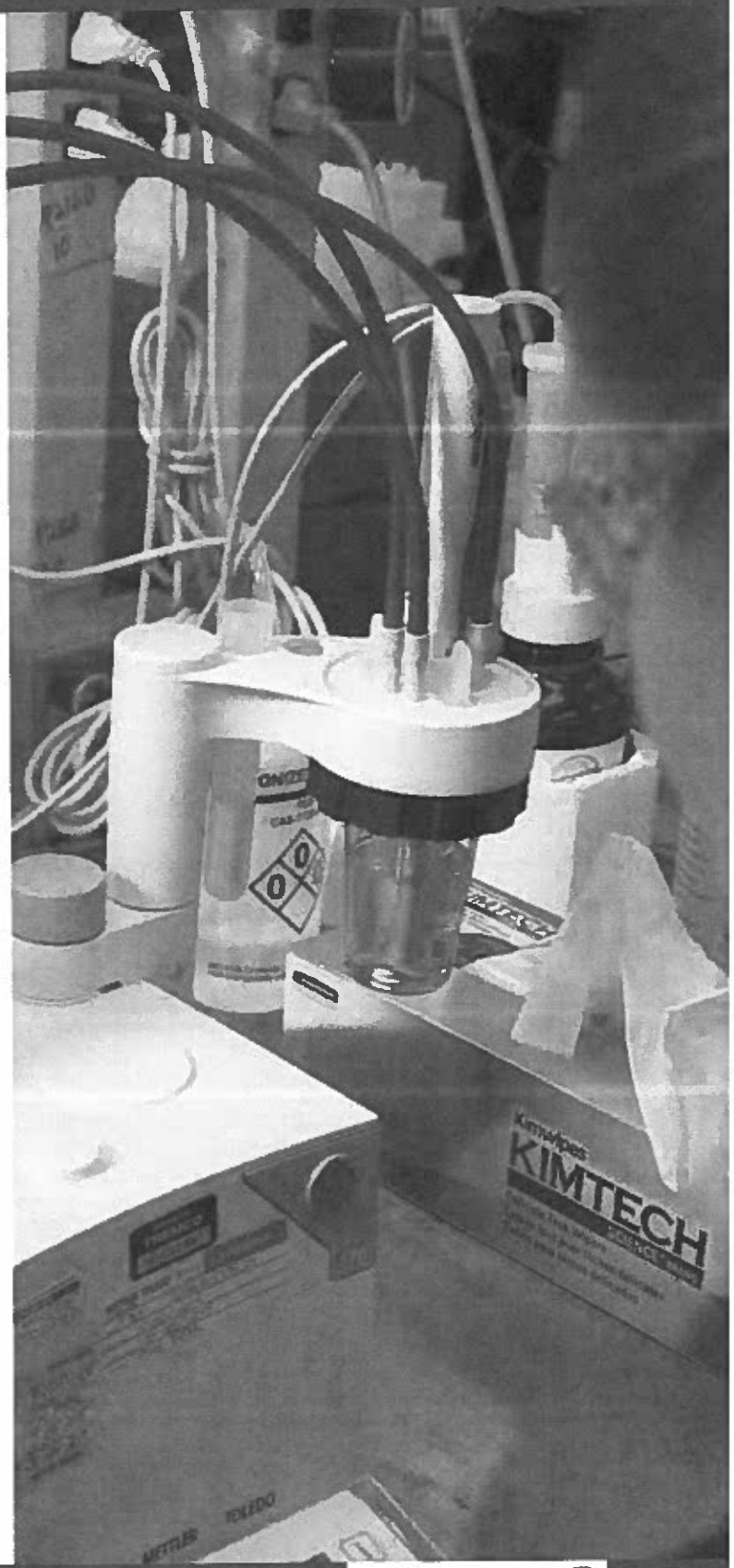
Our parent company, RPM, as a global company has set the standard for our commitment to creating lasting value for customers through innovative solutions, while thoughtfully adopting sustainable approaches in the utilization of human and natural resources. Our sustainability commitment springs from our core values and is comprised of a inward focus on our internal footprint and an outward look on our handprint—the actual impact of our products, services, and processes have on our environment.

WTI and Tremco is very proud of our many products, services, and processes that drive sustainability for our customers by helping them to reduce their environmental impact. As we look to shape the future responsibly, we are always integrating new concepts, rethinking business models, and collaborating with leading edge partners to continually improve our products and services.

Transforming the World One Roof at a Time

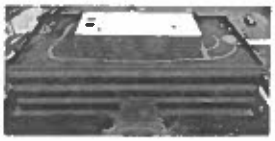
WTI and Tremco have been partnering with many companies to help them achieve their conservation and sustainability goals through green living roofs. Our goal, to transform the world into a greener place one roof at a time. But green roofs are more than just an environmental benefit. They also provide beautiful and restful places that employees and customers can enjoy to help lower stress levels and provide a better quality of workplace and shopping experience.

In these trying times, that don't seem to be going away, this will become more and more of a factor in hiring quality employees and attracting customers.



DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

Tremco CPG Corporate Headquarters Case Study



PRESS THE ABOVE HYPERLINK TO GO OUR CORPORATE HEADQUARTERS CASE STUDY

A few years ago we decided to lead by example and completely renovated our corporate headquarters. Like most circa 1970s buildings our headquarters was significantly under-performing and energy inefficient. Through an extensive renovation we transformed it into a sustainable showcase. To read the case study press the hyperlink.

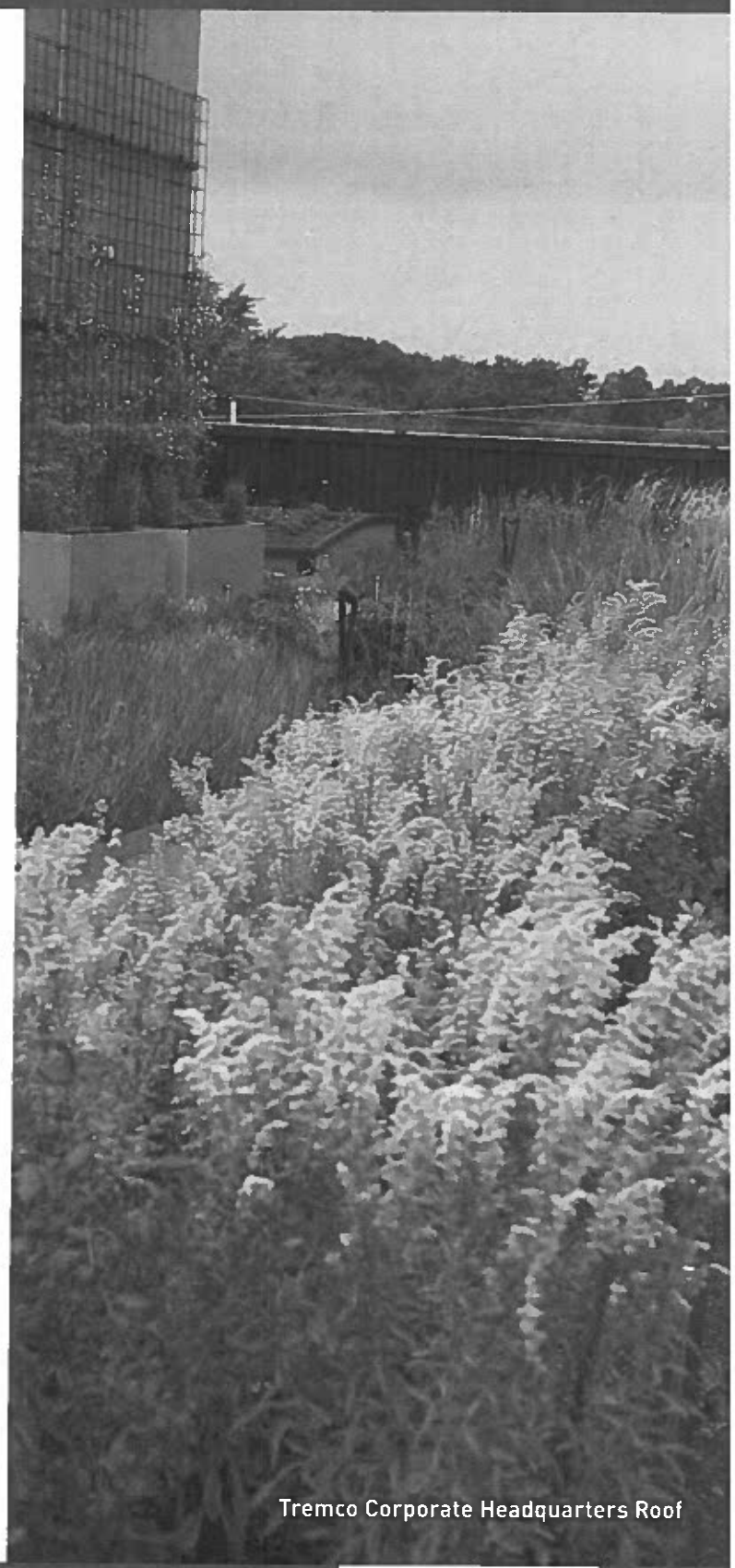
Concern for the environment is a key component to WTI's operating philosophy. Our experienced staff is specially trained in identifying and preventing problems before the start of any project. In addition to our other environmental protection practices, we have actively reduced emissions and controlling waste on our job sites.

We are committed to staying at the forefront of the roofing and building envelope industry through sustainable building, green products, and quality business practices. WTI will deliver added value to participating OMNIA members by working hand-in-hand with them to provide environmentally preferred product and service options within their budgets and schedules.

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

Construction Best Practices

WTI and our subcontractors will abide by the following construction best practices on all projects awarded by OMNIA members.



Tremco Corporate Headquarters Roof

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

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

Sustainable Features

Following is a sample of the services and products WTI offers related to sustainable renovations. We will offer OMNIA members the ability to implement these sustainability options for awards under this contract.

Sustainable systems

- Restoration of roofs whenever possible instead of replacement preventing tons of debris going to landfills.
- Vegetated roofs featuring local plants. Low-impact lighting and a water-capture system integrated with the roof, as well as a pathway of recycled materials. Signs describe the roof's features and provide information about the plant palette.
- The ENERGY STAR® qualified Rock-It™ roof-surfacing system, composed of white gravel set in a white adhesive.
- A white, reflective, single-ply system installed beneath a rooftop PV system for roof restorations.
- A thin-film rooftop PV system is used to generate electricity for the building for roof restorations.
- Dryvit Outsulation exterior wall systems. Dryvit wall systems provide energy-efficient, insulated façades that are applied directly to the existing wall surface, eliminating the time and potential waste of removing the façade.
- High-performance, double pane, tinted windows exceeded minimum energy standards. Tremco sealants and gaskets, as well as Tremco's Proglaze® ETA (Engineered Transition Assembly) for an airtight transition from window to the wall.
- New sidewalks with decorative concrete from Increte Systems can be supported by gravel from an existing roof.
- Solar panels for decreased carbon footprint and reduced energy bills.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

- HVAC restoration through WTI/PureAir. Heating and cooling represent one of the largest operating expenses as well as one of the largest environmental impacting building systems. Replacing can be extremely cost prohibitive and force a building owner to not address current problems. WTI/PureAir provides an alternative solution that allows the building owner to address current HVAC issues and bring their building into a much better environmentally friendly position.

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

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

Solar—Renewable Energy With Financial and Environmental Paybacks

In addition to the environmental benefits associated with renewable energy, there are often financial incentives for installing solar panel/photovoltaic (PV) systems, which may include rebates from the local power provider, as well as state and federal tax credits. We understand the technical, environmental, and financial aspects of a solar installation and can guide you through the process from project inception to completion. Photovoltaic systems are easily adaptable to existing or new structures. WTI can ensure the roofing is constructed to accommodate the many different types of support stations for solar panels today. Solar solutions will be priced utilizing the most current online edition of the Construction Cost Data as well as the Facilities Maintenance & Repair Costs Catalog and Commercial Construction & Renovation Costs Catalog.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

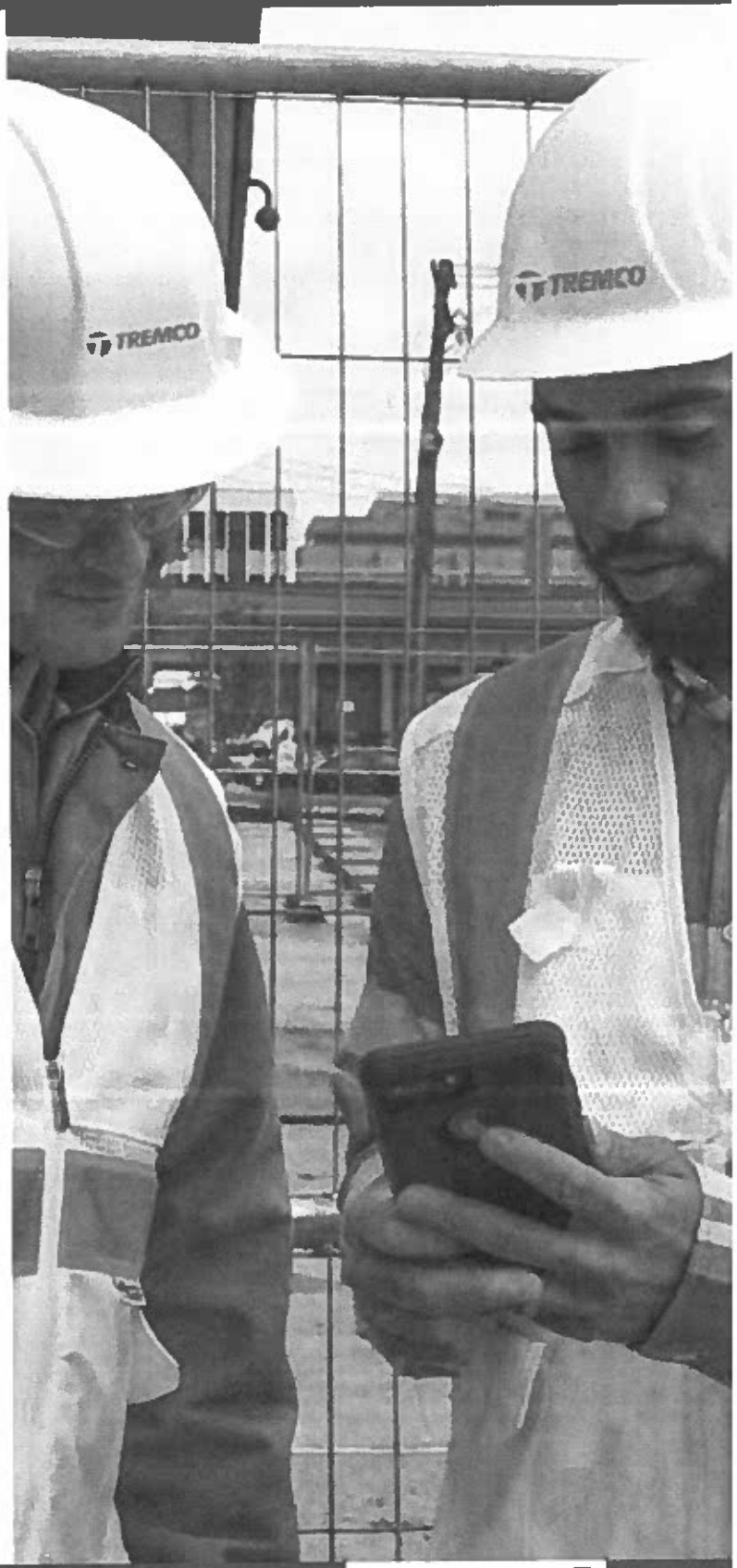
F. Describe any diversity programs or partners supplier does business with and how

Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

WTI focuses on developing contractor relationships in public and commercial sectors through fulfillment of economic inclusion mandates with highly skilled certificated contractors. These target specialty contractor opportunities include Minority, Small, Veteran, and Women owned Business Certifications of roofers, masons, architects, general contractors and heating, ventilation and air conditioning (HVAC) as well as High Performance Building System (HPBS) engineering firms.

WTI has a successfully participated in Mentor-Protégé Programs with both the General Services Administration (GSA) and Veterans Administration and continually identify additional opportunities to team with qualified contractors. Our commitment to excellence includes a contractor training program which provides cutting-edge product, service and safety education continuously throughout the year. We are committed to supporting national economic development goals and local economies.

We have an active certified contractor pool that varies in breadth of capabilities. WTI sponsors and participates in outreach events and construction advisory panels on contractor inclusion. Among them, Society of American Military Engineers (SAME), National Defense Industrial Association (NDIA), National Veteran Conferences and other roofing/construction/energy industry seminars. We encourage all our project leaders to provide our customers with technical and procurement solutions that satisfy any of their socio-economic initiatives without compromising the quality of performance, products or services.



DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

Rising Stars Program

Tremco Commercial Product Group received $50,000 from the Massachusetts Clean Energy Center as part of their Minority- and Women-Owned Business Enterprises Support Implementation and Planning Grants and Equity Workforce Training Grants. The 25 organization recipients will "not only address the need to grow Massachusetts' clean energy workforce, but they will also prioritize diversity, equity, and inclusion efforts across the full spectrum of economic opportunity, which will yield both an increasingly diverse bench of highly trained new workers and a wider array of thriving minority and women-owned business enterprises to help lead climate-critical work."

Launched in August of 2020, Our Rising Stars Program aims to cultivate a strong, well-rounded workforce in the construction industry through supporting youth in vocational programs, as well as minority- and women-owned businesses. Our programs offer hands-on education with subject matter experts to develop diverse skillsets, increase access to resources, and ultimately drive success for those emerging in the industry.

The Rising Stars Program empowers the next generation of underrepresented youth to find opportunities for sustainable careers in the construction industry. Our program has now expanded to New York and New Jersey, with near future locations in North Carolina, Connecticut, and Nevada.

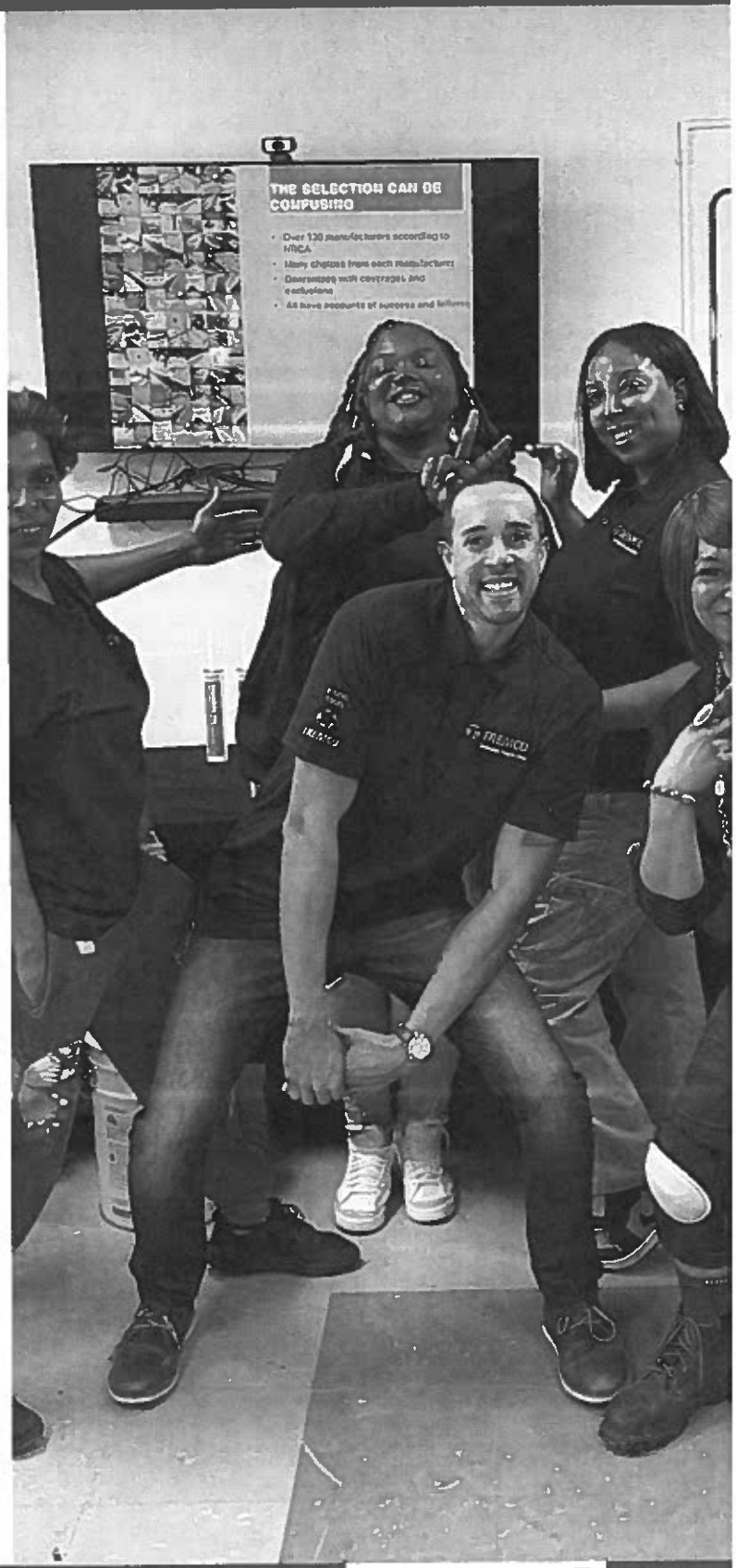
G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☑ No

If yes, list certifying agency:

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22



b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☑ No

If yes, list certifying agency:

c. Historically Underutilized Business (HUB)

☐ Yes ☑ No

If yes, list certifying agency:

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☑ No

If yes, list certifying agency:

e. Other recognized diversity certificate holder

☐ Yes ☑ No

If yes, list certifying agency:

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

WTI has over [redacted] certified contractors that we work with throughout the United States that include minority-owned standards. We do not maintain this type of information on our subcontractors. WTI works with public agency minority goals on a project-by-project basis.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

I. Describe how supplier differentiates itself from its competitors.

Managing facilities can be complex. Procuring comprehensive, cost effective solutions shouldn't be. Identifying the problem and defining the technical solution only solves part of the problem. Members want and need to procure cost effective, comprehensive building envelope solutions without sacrificing quality, performance, or transparency. With decades of experience, WTI understands the unique procurement challenges of public entities charged with meeting not only budget and quality goals, but also state-specific transparency requirements. That's why we offer OMNIA members our comprehensive roofing and building envelope solutions offering. The Tremco Construction Products Group companies together form the industry's only provider of comprehensive systems and services for all six sides of the building enclosure. WTI's whole building approach through the Power of One can provide weatherproofing peace of mind delivered under one warranty. With proven roofing and building envelope capabilities across the country, WTI is uniquely qualified to meet the needs of public market facility managers and business managers charged with improving both building performance and return-on-investment. Among our differentiators are the following.

1	WTI and Tremco have a history of performance with Region 4 ESC. We have to date been awarded ten Region 4 ESC contracts. As a result, we offer Region 4 ESC and OMNIA members refined roofing project policies and procedures along with the ability to simultaneously deliver multiple projects. Our established relationships with Region 4 ESC and participating OMNIA members are evident in a track record of more than [redacted] in products and services to date. The selection of WTI for the Roofing Products, Services and Job-Order-Contracting Services contract will eliminate a learning curve and continue to expand existing relationships with participating Public Agencies.
2	WTI offers exceptional technical expertise, with a track record of over [redacted] of roofing, building envelope, weatherization and rooftop safety system installations for public customers.
3	WTI provides turnkey solutions, from world-class roofing and building envelope diagnostics through comprehensive roof management programs from a single source.
4	All facets of discovery, programming, design, construction and commissioning.
5	Proven and experienced contractors and subcontractors.
6	Guaranteed maximum pricing to eliminate surprises.
7	Performance-based quality construction services.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

PERFORMANCE CAPABILITY

8	WTI is organized to deliver outstanding service. With more than [redacted] technical personnel deployed across the country, we can effectively manage thousands of roofing and facility projects simultaneously. More than [redacted] construction managers supervise technical staff, along with program managers who ensure contract compliance, consistency, on-time delivery and outstanding customer service. Together, WTI's management team oversees diagnostics, maintenance, repairs, construction, leak response and our OLI® (on-line information system) data department.
9	WTI offers Region 4 ESC and OMNIA Partners and its members world-class experience. We are currently implementing large roof asset management programs throughout the US, Canada, Europe and Asia, with more than [redacted] square feet (SF) of roofing managed with our OLI® system software. Additionally, more than [redacted] SF of roofing falls under the protection of our Tremco ManagedAssets™ (TMA) program, which includes maintenance during the roofs' annual or bi-annual inspections.
10	WTI's three-level service offering allows OMNIA members the opportunity to select the level of service that best meets their needs while capitalizing on the preferential pricing of a nationwide contract. Whether selecting our flagship, turn-key general contracting solution, or our National Cooperative Contractor Network for direct access to qualifying local contractors, or purchasing materials only, participating agencies receive superior products and service.
11	WTI has extensive experience managing regional and national roofing and building envelope contracts within the public sector. We have completed or are currently performing on many JOC type contracts. Further, WTI has proven experience simultaneously managing multiple contracts with multiple subcontractors. Our experience with JOC type contracts and roofing projects is directly transferable to OMNIA members in the form of established policies and procedures based upon our past relationship with OMNIA Partners and its members as well as other cooperative contracts we have.
12	WTI has a [redacted] aggregate bonding capacity.
13	WTI and Tremco both hold a UL ISO 9001:2015 certification demonstrating the implementation of Quality Management Systems.
14	WTI offers one of the most comprehensive warranty packages in the roofing industry. We offer many types of warranties that fit the needs of any project. We also offer long-term warranties on roof restoration projects. Each of our warranties covers installation, details, flashing, materials, workmanship, inspection and preventative maintenance is also an available option.
15	WTI works collaboratively with contractors to ensure the installation meets expectations for quality, safety and efficiency while utilizing best-in-class contractors who have the ability and financial stability to deliver exceptional projects. WTI offers extensive training courses to its certified contractors.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

16	Tremco is a leading manufacturer of quality roofing and weatherproofing products with a comprehensive product line covering every roofing environment. Tremco demonstrates a commitment to Research and Development (R&D) and offers a proven history of industry-leading product innovation to solve our customers' biggest problems. For instance, Tremco Roofing's portfolio of unique roof restoration solutions is so comprehensive they provide exceptional value to public customers an alternative sustainable solution to costly roofing replacement.
17	Tremco coast-to-coast sales organization is among the industry's most experienced and highly trained. With more than [redacted] sales personnel across the country, Tremco has been meeting the needs of public market customers since 1928. Today's sales personnel have deep relationships within the public market, which may shorten OMNIA's/Region 4 ESC's new business development sales cycle.
18	As a member of the RPM family of companies, WTI and Tremco provide customers with access to leading, world-class building products, extensive technical expertise and the financial stability of an industry leader. RPM owns more than 50 operating companies that are world leaders in specialty coatings serving both industrial and consumer markets. Among its products are such popular brand names as Carboline®, DAP®, Dryvit®, Rust-Oleum® and Zinsser®. RPM has been in business for 75 years and has more than 14,000 employees worldwide, generating more than $7 billion in sales annually.
19	Safety is job one with WTI and Tremco. Every one of our roofing and building-envelope projects, no matter how large or how small, begins with a thorough understanding of potential job-site hazards, safe work procedures, product characteristics, equipment operation, conditions and specific customer requirements. These are submitted to the owner through a WTI site-specific Safety Plan.
20	WTI and Tremco utilize the Arizona State University Performance Based Studies Research Group for the independent data collection on its products, services, representatives and our customers' overall service experience. Survey results from the past six years, representing [redacted] SF of roofing products and services, show an overall customer satisfaction of 9.1 out of 10. Additionally, our customers awarded a 9.5 out of 10 in satisfaction of their Tremco representative and 9.3 out of 10 in satisfaction of the roofing system. WTI and Tremco are proud of these results and use them to understand what we are doing right, so we can continue to deliver on our strengths. We also use our customer satisfaction results to highlight opportunities to drive continuous improvement in our products, systems delivery and service quality. We aim to maintain our high level of customer satisfaction and loyalty, as the primary focus of every project.

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

Weatherproofing Technologies, Inc. (WTI) is a nationwide provider of roofing, building envelope and other construction services. In this role, WTI is sometimes involved in litigation matters, but no pending or anticipated litigation is any way material from a financial standpoint either as to potential liability or requested remedies. No pending litigation, nor any that we anticipate at this time, will in any way interfere with our ability to complete any project in accordance with contractual requirements. In further response, over the last five years, WTI has no litigation resulting in a judgment against the company.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

WTI is not a publicly held corporation but is a subsidiary of RPM International Inc., a publicly held Fortune 500 corporation

b. is not owned or operated by anyone who has been convicted of a felony; or

No officers of WTI have ever been convicted of a felony

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

N/A

L. Describe any debarment or suspension actions taken against supplier

No debarment or suspension actions have been taken against WTI.

APPENDIX D, EXHIBIT A, SECTION 3.2

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

Range of Products and Services Offered

WTI provides an extensive range of Tremco CPG roofing and building envelope solutions for all six sides of a building. In fact, we are the only company to offer high-performance total enclosure solutions for all six sides of a building in the marketplace today as well as the services associated with implementing project solutions.

- Water Resistant Roofing
- Roofing and Roof Restoration Systems
- Outsulation Facade Systems
- HVAC Systems Restoration
- Seamless Flooring Solutions
- Roof Tiles and Shingles*

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

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

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

Architecture and Engineering (A/E) Partners

To ensure the overall success of the contract, WTI will also utilize the services of two highly qualified firms, O&S Associates (O&S). Note: In compliance with state rules and regulations, we are not offering A/E services in the State of Texas or in any other state where they are prohibited.

O&S

Superb architectural and engineering building-systems services including the following.

- Structural analysis and design
- Architectural design
- Mechanical/electrical engineering
- Lighting and security design
- Parking consulting
- Restoration engineering
- Feasibility studies
- Cost estimating
- Design-build projects

O&S also provides a wide scope of renovation consulting services including exterior facade rehabilitation, exterior building plazas, roofing replacement, structural modifications and others. Their firm employs a "Five-Steps to Project Success" process to manage their design requirements. This process begins with condition assessment and concludes with construction administration and closeout documentation. O&S is led by Mr. V.P. Samy, PE, who founded O&S in 1996. Under his guidance, O&S has successfully performed high-profile and complex projects for visible clients throughout the US.

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

As an affiliate company of Tremco, WTI provides national services to all states. WTI has staff and contractor partners located in all states and will provide products and services to all U.S. territories and outlying areas under the Master Agreement. In addition, WTI is a licensed contractor in all states and U.S. territories where required.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

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

All estimates/proposals will be based on the approved product and line item pricing in effect and the most current online RS Means Pricing Construction Cost Index (including any cost index adjustments) utilizing the discount coefficients submitted with this response. All pricing will be based upon the design and scope complexity of each individual projects. The practices used to develop the pricing will be consistently applied for each project and fully transparent to OMNIA members. The pricing, in total, will not exceed the product and line item pricing and/or the current RS Means pricing with the coefficients submitted by WTI. As part of this process, all proposals will be provided in the output format available by the online version of RS Means which details the items used to perform the required scope of work. Participating Agencies can verify this directly with WTI or contact OMNIA for verification. Products will be ordered through Tremco directly. Line-item pricing will be delivered through WTI..

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

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

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

Eastern Division Sales Office Tremco 8 Main Street Flemington, New Jersey 08822	Western Division Sales Office Tremco 3060 East 44th Street Vernon, California 90058
Republic Powdered Metals 3735 Green Road Beachwood, Ohio 44122 USA	Roofing & Building Maintenance Division 3361 E. 80th Street Cleveland, Ohio 44127
Tremco 3060 E. 44th Street Vernon, California 90058	Republic Powdered Metals (Manufacturing) P.O. Box 724 Medina, Ohio 44258

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

Republic Single Ply Systems (Manufacturing) 11016 Granite St. Charlotte, North Carolina 28273	Consolidated Coatings Corp. (Manufacturing) P.O. Box 10 Brunswick, Ohio 44212
Tremco Sealant & Weatherproofing Division (Manufacturing Facility) 1451 Jacobson Avenue Ashland, Ohio 44805	Mameco Mfg. Div. (Sealants) 4475 E. 175th Street Cleveland, Ohio 44128
Paramount Mfg. Div. (Sealants) 2600 Paramount Drive Spearfish, South Dakota 57783	Euclid Chemical Company (Concrete Add-mixtures) 19218 Redwood Rd. Cleveland, Ohio 44110
Euclid Chemical Company Warehouse/Mfg. Facilities: 18900 Cochran Rd. Cleveland, Ohio 44110	Euclid Chemical Company 539 Buffalo Shoals Rd. Statesville, North Carolina 28677
Euclid Chemical Company 5 Joanna Ct. East Brunswick, New Jersey 08816	Euclid Chemical Company 1117 Industrial Dr. Clinton, Mississippi 39056
Tremco CPG—Dryvit Systems 354 South Acacia Street Woodlake, CA 93286	Tremco CPG—Dryvit Systems 4827 Milgen Road Columbus, GA 31907
Tremco CPG—Dryvit Systems 5850 South 116th Street, West Sand Springs, OK 74063	Tremco CPG—Nudura 27 Hooper Road, #10 Barrie, ON L4N9S3
Stonhard 1000 E. Park Ave. Maple Shade, NJ 08052	

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

APPENDIX D, EXHIBIT A, SECTION 3.3

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

OVERVIEW

In addition to a press release to relevant audiences, marketing the contract award will be a continuation of marketing initiatives already underway as a result of our current OMNIA contracts and past OMNIA/National IPA/TCPN contracts. Because we have invested heavily in promoting our current OMNIA contracts to all public markets, we expect to continue to expand our marketing investment and implement additional tactics.

Based on our history with Region 4 ESC, WTI thoroughly understands how to go to market to promote this contract. As both the manufacturer and service provider of roofing and weatherproofing solutions, WTI and Tremco are uniquely positioned to offer a comprehensive approach to meeting the facility needs of participating agencies. Expanding upon a very successful and established cooperative strategy program, WTI will continue to enhance its marketing presence and sales training capabilities through various marketing efforts as outlined below.

Our initiatives within the first 90 days of the contract award will be continuing our successful and highly targeted marketing program. Our program is intended to generate qualified leads from high-potential public customers. We have the ability to customize marketing to meet local opportunities and which will be developed collaboratively with OMNIA's marketing team. Tactics may include advertising, media relations/publicity, trade shows/conferences, customer educational seminars, roadshows, and personalized direct marketing.

VNIA
RTNERS

TREMCO
Roofing & Building Maintenance
Cooperative Co
TRUST IN EXPERIENCE. STRENGTH

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

i. **Executive Leadership Endorsement and Sponsorship of the Award as the Public Sector Go-To-Market Strategy Within First Ten Days**

If awarded, this contract as well as our other OMNIA contracts will have the full support of our executive leadership as an important go-to-market strategy.

ii. **Training and Education of Supplier's National Sales Force with Participation from the Supplier's Executive Leadership, Along with the OMNIA Partners, Public Sector Team Within First 90 Days**

Developing all WTI and Tremco employees to be as knowledgeable as possible in servicing all customers is of the upmost importance to our Executive Leadership. Educational sessions and information on the contract will be provided within 90 days of award and continued throughout the duration of the contract.

Given our long history of being awarded Region 4 ESC contracts, our sales force is very well versed in the use of OMNIA contracts. This has been demonstrated through the growth of our past and current contracts. We will continue to conduct refresher training as well as training sessions for new sales representatives and personnel within WTI and Tremco. In addition, we will continue to train In-Network Contractors on the use of the contract and provide guidance and marketing support on how to promote the contract to their public customers.

Continuous outreach and training of WTI and Tremco Sales Representatives remains a top priority for our program. In addition to extensive technical training required of all sales representatives, WTI and Tremco also holds national and regional sales meetings which include sessions on the benefits of Cooperative Purchasing and our OMNIA contracts. By working closely with Sales Representatives who have successfully used past OMNIA contracts, we are able to leverage representative success stories to continually expand awareness and appreciation for our OMNIA contracts.

How does the contract work in my state?
The WTI JOC contract available through OMNIA Partners, Public Sector, is a competitively solicited contract by lead agency Region 4 Education Service Center in Houston, Texas. This contract allows contract holders to extend services offered into all states (excluding AZ). Although most state procurement code allows for the use of cooperative contracts, each state code has its own specific language. OMNIA Partners, Public Sector, can provide the d diligence in soliciting and awarding this contract.

Do I need to be a participant of OMNIA Partners, Public Sector to use JOC contract?
Yes. If not already a participant, public entities are invited to register to partici OMNIA Partners, Public Sector by calling 866.875.3299 or visiting omniapartners publicsector. There is no cost to participate.

What are the benefits of the JOC program through OMNIA Partners, Public Sector?

- Saves time and money because the contract has ALREADY been competitively solicited and publicly awarded.
- All prices have been adjusted for your geographic area and are verifiable through RS Means.
- All costs are determined up front before committing funds.
- The contract functions as an extension of your internal team, freeing you to focus on your core business.
- Enables you to more rapidly respond to your internal customers' facility n
- The contract supports local businesses/subcontractors who have been evaluated on compliance, capability and experience.
- You'll enjoy increased value and quality control over all project facets from materials through installation.
- A large variety of roofing systems and warranties are available from a single source.
- You will significantly reduce or virtually eliminate change orders.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

Sales Associates Training

Cooperative Contracts is an standing agenda item on WTI and Tremco sales associates training which is conducted at our corporate headquarters. We use this training to educate newly trained representatives on the value of promoting sales through cooperative contracts.

Sales Representatives Training

We continue to provide training to all sales representatives throughout every region to provide updated information and refresh them on the benefits and value of promoting sales through a cooperative contract.

Contractor Network Training

WTI and Tremco has conducted numerous training sessions for strategic contractors who are members of our Contractor Network. These sessions educate our *in-network contractors* on the benefits of marketing our OMNIA contracts to their existing and prospective public market customers. We will continue to offer training as new strategic contractors enter the Contractor Network.

Design Community

WTI and Tremco engage with the design community on a daily basis with the goal of ensuring they have the technical knowledge required to specify our product and service solutions, and how our solutions may serve the needs of their public customers.

WTI and Tremco AIA Accredited Cooperative Presentation

Our focus on training within the design community includes an AIA-accredited seminar on the value of cooperative purchasing. Hundreds of architects across the country are reached through WTI and Tremco's ongoing seminar program.

Additionally, WTI offers AIA CES seminars which are presented by our sales representatives. These seminars are available in a variety of formats to accommodate both large and small groups. We have more than two hundred Technical Field Advisors to conduct trainings throughout the United States. Their qualifications include roofing experience, OMNIA/Region 4 ESC contract experience, expert knowledge of roofing and waterproofing products, and roofing industry standards and practices, as well as training on contract compliance, legal compliance, product attributes, and sustainability. Technical Field Advisors schedule training as necessary and based on requests.

Webinars

We also provide seminars featuring educational topics which include roof asset management, cooperative contract purchasing, indoor air quality, and sustainability. Our goal is to continue to enhance our seminar programs so that we increase customer attendance, as past seminars have generated significant interest.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

B. Provide a Detailed Ninety-Day Plan Beginning from Award Date of the Master Agreement Describing the Strategy to Market the Master Agreement to Current Participating Public Agencies, Existing Public Agency Customers of Supplier, as Well as to Prospective Public Agencies Nationwide Immediately Upon Award, to Include, but not Limited to:

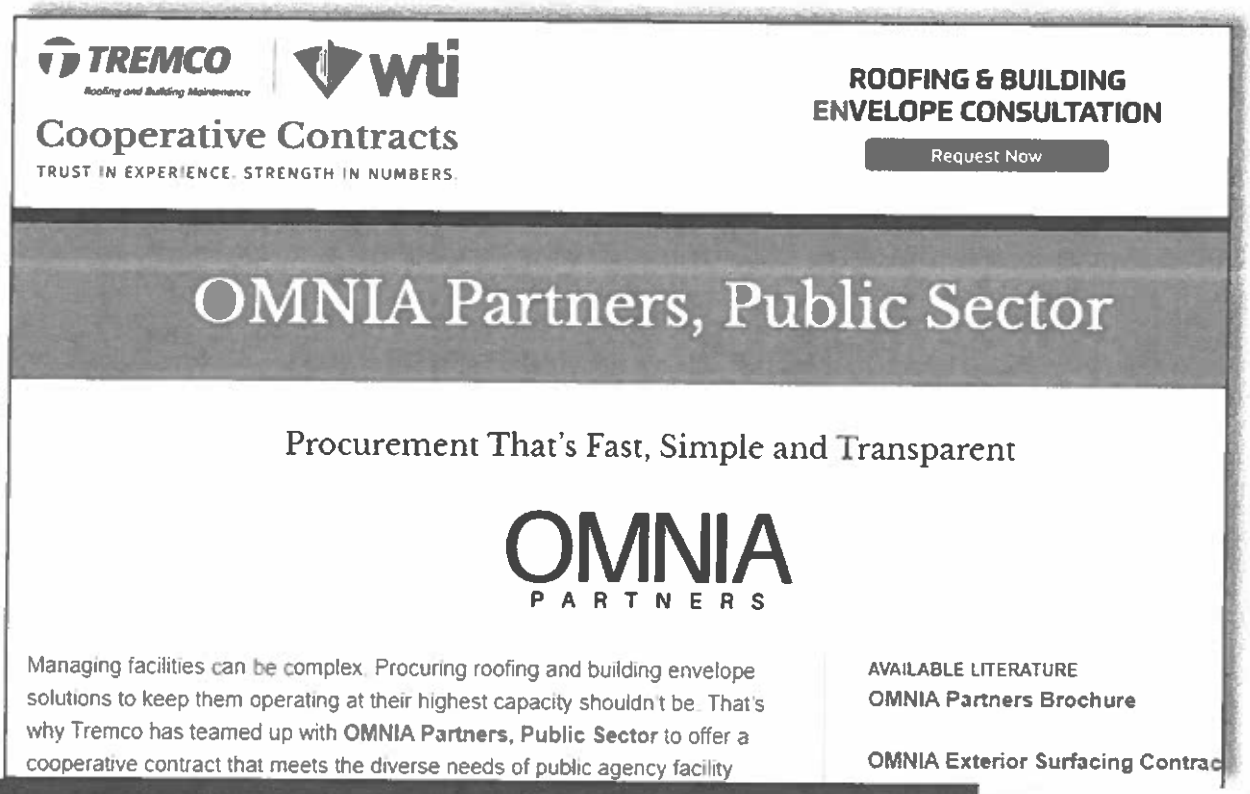
With a wide variety of resources at our disposal, we can tailor each of our marketing plans and schedules as needed. Outlined below is our estimated 90-day plan which will continue throughout the duration of the OMNIA contract. The following marketing plan may be adjusted to meet imminent needs and/or strategic deadlines. We will collaborate with OMNIA to assure that the schedule, materials, and platforms meet the contract needs.

i. Creation and Distribution of a Co-Branded Press Release to Trade Publications

The contract award will be announced through co-branded press releases distributed through various social media and trade outlets such as LinkedIn, Twitter, and Facebook. We will also issue an internal announcement to Tremco/WTI personnel communicating the new OMNIA award, the competitive advantage it offers WTI, and how the agreement benefits our Public Sector Agencies.

ii. Announcement, Master Agreement Details and Contact Information Published on the Supplier's Website Within First 90 Days

We will include the addition of this new contract on our WTI/OMNIA landing page at www.tremcoroofing.com announcing the new contract. The OMNIA page will also contain a summary of all awarded contracts and information on the benefits of utilizing an OMNIA contract and a link to OMNIA. In addition, the contract information will be added to Tremco/WTI's dedicated cooperative contract website at www.yourroofexperts.com/omnia-partners/.



DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

iii. **Design, publication and distribution of co-branded marketing materials within first 90 days**

- Continuation of marketing initiatives already underway as a result of our current OMNIA contracts.
- Continue to develop/modify existing co-branded literature to promote the contract.
- Equip Sales Representatives with the contract announcement and marketing materials to personally distribute to current and prospective customers within the public sector advising them of WTI's and Tremco's full offering available through the contract.

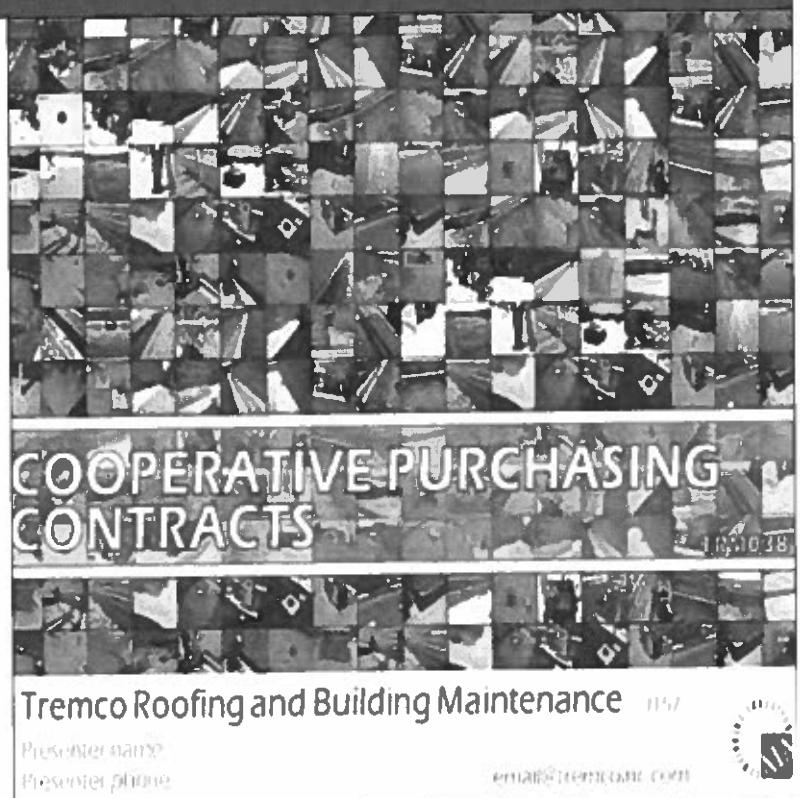
iv. **Commitment to Attendance and Participation with OMNIA Partners, Public Sector at National (i.e. NIGP Annual Forum, NPI Conference, etc.), Regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and Supplier-Specific Trade Shows, Conferences and Meetings Throughout the Term of the Master Agreement**

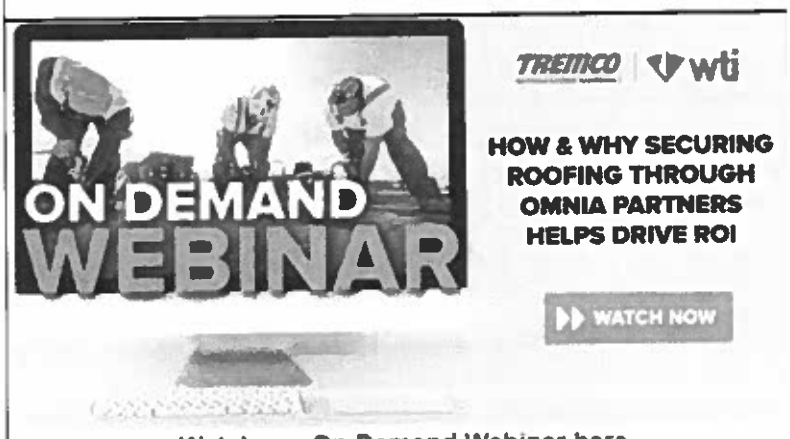
Trade Show/Conferences/Summits/Etc. Support (throughout the contract).

WTI and Tremco participates in a number of national and regional/local trade shows, for example:

- National Institute of Governmental Purchasing (NIGP)
- National Association of Education Procurement (NAEP) and regional events
- National APPA and regional events
- Numerous state and regional events
- OMNIA Regional Summits
- Tremco sponsored regional Education and Training events

Because attendance at these events is critical to building awareness of our OMNIA contracts, we will continue sponsoring events supporting these organizations. In addition, we will continue to pursue speaking engagements at all relevant events to educate attendees on industry best practices and the value of utilizing cooperative contracts in the public market.





Watch our On Demand Webinar here.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

Building upon recent sponsorships, our presentations are customized to meet OMNIA members interest, with a focus on solutions that deliver financial and procurement benefits. We will include product demos as appropriate.

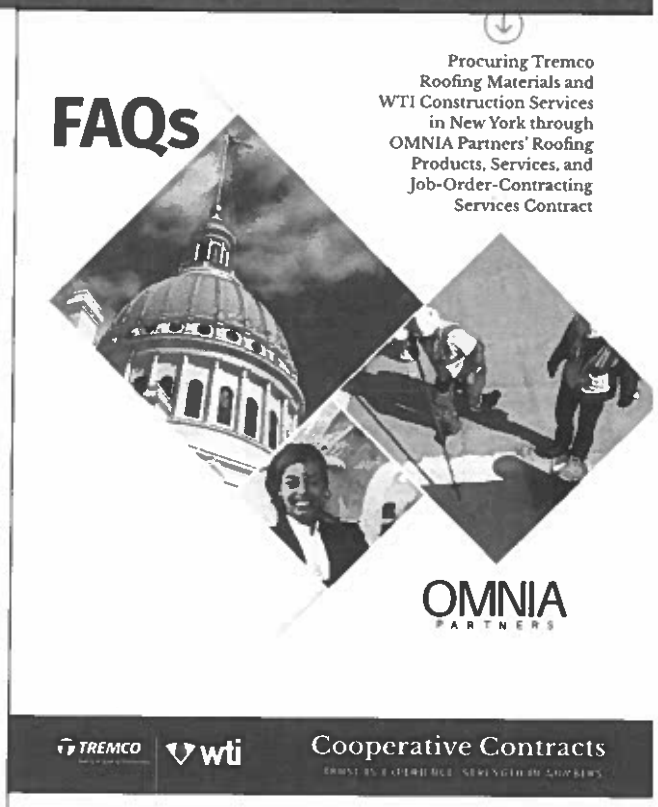
Recent topics have included:

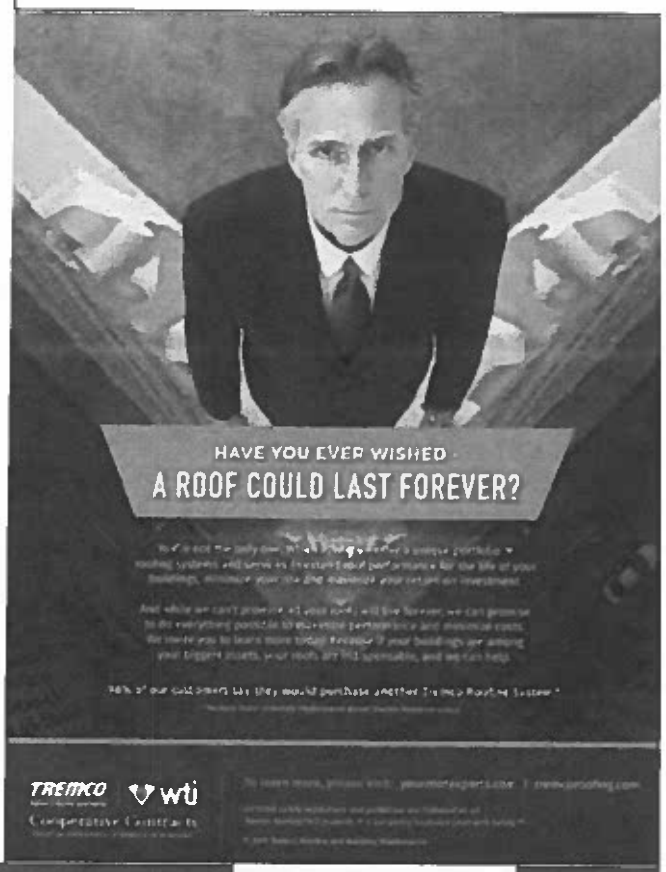
- Achieve Improved and Efficient Facilities While Reducing Capital Outlay
- ROI Asset Management Approach to Drastically Change Roof Funding Priorities and Improve Finances
- Restoration to Extend the Useful Life of Roof Assets
- Facilities Savings Strategies
- ESSER Funding
- Safety and OSHA Compliance
- Financial Benefits to HVAC/Indoor Air Quality Remediation

Participation in OMNIA and supplier specific trade shows, conferences and meetings is an important tactic. Regional trade shows, conferences, and Lunch and Learns are coordinated directly with local sales representatives to ensure our team members that are closest to the customer and market opportunity are engaged. Topics addressed at trade shows and other customer-related engagements are customized to meet local needs and priorities, including those topics of most concern to facility owners. For instance, "Lunch and Learns" feature specific state procurement requirements for contract use, building issues that are typical for the environment, as well as technologies to extend the life of roof assets.

v. **Commitment to Attend, Exhibit and Participate at the NIGP Annual Forum in an Area Reserved by OMNIA Partners, Public Sector for Partner Suppliers. Booth Space will be Purchased and Staffed by Supplier. In addition, Supplier Commits to Provide Reasonable Assistance to the Overall Promotion and Marketing Efforts for the NIGP Annual Forum, as Directed by OMNIA Partners, Public Sector**

We plan to participate in the NIGP Annual Forum on a yearly basis. Our level of commitment is based on financial resources available to support all initiatives which includes custom





DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

marketing, supporting OMNIA events, Lunch and Learns, and targeted sales representative and Contractor Network training. WTI and Tremco will continue to support outreach efforts such as NIGP as a partner vendor to OMNIA.

vi. **Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement**

We will strategically advertise in regional trade publications including local association opportunities. This advertising will expand on creative marketing pieces to capture the attention of OMNIA members. Messaging will be consistent and highlight our relationship with OMNIA.

vii. **Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)**

Ongoing Marketing Initiatives (throughout duration of the contract)

Our marketing efforts will continue to focus on the advantages of procuring under the OMNIA contract. This will be accomplished through:

- Promotional campaigns for lead generation
- Case stories demonstrating WTI customer success through the OMNIA contract (as permitted by public customers)
- Promotion of white papers demonstrating WTI's technical and business expertise
- Develop and release presentation materials and webinars for consistent messaging/branding across the sales team

WTI will implement an ongoing integrated campaign for the contract period to generate qualified leads and support our direct sales teams. Our launch strategy will be designed to ensure our personnel are trained and fully engaged with OMNIA members.

Co-branded Materials

Our co-branded literature has been produced to promote our extensive solutions available through our OMNIA contracts.

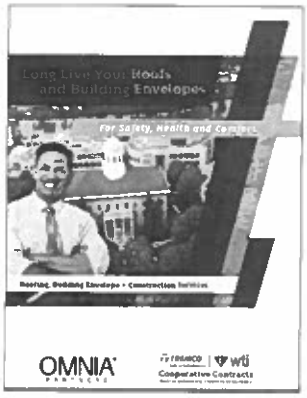
DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

Additional literature and sales tools will be created as needed to continually drive awareness, support our sales representative customer relationships, and generate qualified leads.

- Our Tremco/WTI/OMNIA capabilities brochure is a flagship piece that is widely distributed to prospects in print and digital format
- Our OMNIA contract for Comprehensive Exterior Surfacing Products, Services, and Paving Solutions is highlighted in a dedicated brochure.
- The benefits of our Job Order Contracting contract are explained in a JOC-specific marketing brochure.
- State -specific fliers are produced to further support local sales representative initiatives.
- Our National Cooperative Contractor Network flier to owners features the benefits this procurement solution offers to both public procurement and public facility management professionals. In addition to our direct distribution to prospective public agencies, this flier is also made available to In-Network contractors for use with their customers.
- Produced as our initial contractor recruitment tool, an additional National Cooperative Contractor Network flier, geared toward contractors, presents the benefits and competitive advantage the program makes available to qualified contractors who join the Network. This flier will continue to be distributed to targeted contractors.
- Leading In-Network Contractors are further supported with customized co-branded literature promoting their company, WTI and Tremco, and OMNIA.

Case Studies

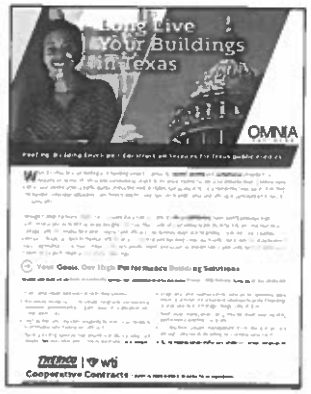
Tremco has and will continue to produce case stories in a variety of formats depending upon the nature of the customer experience. In keeping with our strategy of both Creative Engagement and Personal Communications, whenever possible these stories put people upfront while promoting the use of the OMNIA contract. However, due to the sensitive nature of the public customer approval



Press the hyperlinked image above to go to our Primary OMNIA brochure

Press the hyperlinked image above to go to our Exterior Surfacing brochure

Press the hyperlinked image above to go to our Exterior Surfacing brochure



Press the hyperlinked image above to go to our Texas State Case Study

Press the hyperlinked image above to go to our Florida State Case Study

Press the hyperlinked image above to go to our Contractor Network Flier

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

process to be part of focused case stories, we will also create some generic case stories that highlight the OMNIA contract as well as the project executed.

Marketing Roofing and Building Envelope Solutions

WTI and Tremco will continue to produce informational pieces on our extensive capabilities in servicing OMNIA members. We will continue to produce pieces that provide educational value, which is part of our marketing strategy deployed in support of our OMNIA's contracts. We believe this strategy is especially important in sustaining current customer relationships.

Our educational focus includes both technical and business information to help customers manage their roofing and building envelope assets. WTI and Tremco continue to invest in promotional literature featuring our unique solutions, such as our restoration and roof management literature.

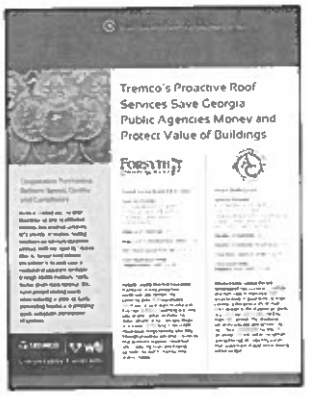
Due to the COVID-19 pandemic, we had to postpone implementing some of our unique and creative marketing campaigns such as our pie campaign and animal cracker campaign. These campaigns not only satisfied the appetite of many, it focused attention on Tremco and our offerings under our past OMNIA contract. We will continue to explore such creative opportunities which are personalized to include a message from our local sales representative and will include the OMNIA logo and messaging.

viii. Dedicated OMNIA Partners, Public Sector internet web-based homepage on Supplier's website with:

In support of our cooperative strategy, we will provide a fast and simple online destination for prospects and customers to access all related sales literature. This includes information on our corporate website as well as on our dedicated Cooperative Purchasing microsite at https://yourroofexperts.com/omnia-partners/.

Press the hyperlinked image above to go to our Montgomery County Case Study

Press the hyperlinked image above to go to our Yuba Community College Case Study



Press the hyperlinked image above to go to our Public Agencies Case Study

Press the hyperlinked image above to go to our Roof Management Brochure

Press the hyperlinked image above to go to our Restoration Brochure

Press the hyperlinked image above to go to our OMNIA Public Sector Home Page

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

- OMNIA Partners, Public Sector standard logo—As a current awardee of three OMNIA contracts, we already have a landing page for OMNIA containing the logo
- Copy of original Request for Proposal—We provide a link to access our OMNIA contract awards
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier—We provide a link to access our OMNIA contract awards
- Summary of Products and Pricing—Although we follow the pricing submitted and approved by Region 4 ESC, based on the fact that each project scope of work is different, we do not post online catalogs which is more conducive to a commodity type of a sale
- Marketing Materials—We provide access to pertinent marketing materials
- Electronic link to OMNIA Partners, Public Sector's website including the online registration page—We provide a link to access OMNIA's website and registration
- A dedicated toll-free number and email address for OMNIA Partners, Public Sector—We have an avenue to receive information requests through YourRoofExperts.com

WTI and Tremco will continually refresh our web pages as we launch new literature, case stories, webinars, and marketing pieces we believe our targeted procurement and facility management personnel will find most helpful, while simultaneously promoting our value proposition and our OMNIA contracts. In addition, OMNIA's section on www.yourroofexperts.com houses important information on our OMNIA contracts and provides an opportunity for public agencies to request a consultation.

Social Media Outreach

WTI and Tremco will announce our OMNIA contract award via Twitter and LinkedIn. Social media will remain in our media mix to promote our solutions throughout the term of the contract. We will focus on seasonal solutions to keep content fresh and timely.

WTI and Tremco promote on YouTube and LinkedIn a variety of videos on various topics intended for OMNIA members and contractors, such as our Cool Roof Video presenting how a roof ages and the financial benefits of restoration versus replacement. Our YouTube channel and LinkedIn postings also feature case stories, product demonstrations, and application tips. In addition, webinar and training events will be promoted through social media outlets.

Marketing Strategy Development

The above marketing tactics support our marketing strategy with the following objectives:

- Focusing on targeted high-worth public sector accounts in collaboration with our sales team and OMNIA resources and other sales personnel
- Promoting how our unique and extensive and single-source capabilities benefit OMNIA members
- Demonstrating WTI and Tremco are leaders in the public sector market through examples of past performance
- Demonstrating OMNIA's benefits and capabilities to build further awareness and help build OMNIA's membership.

WTI's past and current contracts have been successfully implemented because of our commitment to a proactive, highly targeted and integrated approach to new business development. Our senior and key personnel will continue to be responsible for servicing participating agencies under the contract, including performing outreach and timely follow-up to participating agencies.

As demonstrated throughout this section, our direct sales team will continue to leverage a variety of sales and marketing initiatives including, but not limited to, customized sales tools, targeted promotions, Lunch & Learns, trade association public speaking and trade show participation, targeted advertising, social media, one-on-one meetings, etc. In addition, WTI will utilize the expertise of OMNIA's marketing team and logo for marketing materials to clearly identify our association with OMNIA.

C. Describe How Supplier Will Transition any Existing Public Agency Customers' Accounts to the Master Agreement Available Nationally Through OMNIA Partners, Public Sector. Include a List of Current Cooperative Contracts (Regional and National) Supplier Holds and Describe How the Master Agreement will be Positioned Among the Other Cooperative Agreements.

Current list of Cooperative Contracts:

- OMNIA Roofing Products, Services and Job-Order-Contracting
- OMNIA Job Order Contracting
- OMNIA Exterior Surfacing Products, Services, and Paving Solutions
- AEPA Roofing and Building Envelope Services
- E&I Roofing Systems, Exterior Building Maintenance, Products, Supplies and Related Services
- CMAS Roofing and Building Envelope Services
- MHEC Facility Maintenance and Energy: Assessment and Software

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

WTI and Tremco has been on cooperative contracts and/or JOC IDIQ type contracts since 1995 and have performed on 1,000's of projects utilizing these contracts. Tremco has and will continue to aggressively market our OMNIA contracts which is evident by our sales growth from our 2013 contract through our current contracts. While many public agencies value our OMNIA contracts, certain agencies and jurisdictions require the use of a different contract. We will continue to promote the use of our OMNIA contracts where applicable in compliance with state statutes.

D. Acknowledge Supplier Agrees to Provide its Logo(s) to OMNIA Partners, Public Sector and Agrees to Provide Permission for Reproduction of Such Logo in Marketing Communications and Promotions. Acknowledge that Use of OMNIA Partners, Public Sector Logo Will Require Permission for Reproduction, as Well.

WTI agrees to provide its logo and gives permission for reproduction in marketing communications and promotions. In addition, we will work with OMNIA's marketing resources to obtain approval on all co branded marketing.

E. Confirm Supplier will be Proactive in Direct Sales of Supplier's Goods and Services to Public Agencies Nationwide and the Timely Follow Up to Leads Established by OMNIA Partners, Public Sector. All Sales Materials are to Use the OMNIA Partners, Public Sector Logo. At a Minimum, the Supplier's Sales Initiatives Should Communicate:

i. Master Agreement was Competitively Solicited and Publicly Awarded by a Principal Procurement Agency
ii. Best Government Pricing
iii. No Cost to Participate
iv. Non-Exclusive

WTI agrees to provide proactive direct sales of its goods and services to public agencies and perform timely follow-up to OMNIA and any leads provided. At a minimum we will communicate the Master Agreement was competitively solicited and publicly awarded, that WTI provides market competitive pricing which considers any site-specific savings available to the participating agency, there is no cost to the members to use the contract, and it is non-exclusive.

F. Confirm Supplier Will Train its National Sales Force on the Master Agreement. At a Minimum, Sales Training Should Include:

i. Key Features of Master Agreement
ii. Working Knowledge of the Solicitation Process
iii. Awareness of the Range of Public Agencies that can Utilize the Master Agreement Through OMNIA Partners, Public Sector
iv. Knowledge of Benefits of the Use of Cooperative Contracts

We confirm that our training and educational support of our national sales force with participation from our executive leadership, along with OMNIA, includes the items noted in i. through iv. above. As mentioned previously, our long history with successfully performing on Region 4 ESC/OMNIA/National IPA/TCPN contracts enhances our ability to transition from our current contract to a newly awarded contract.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

G. Provide the Name, Title, Email and Phone Number for the Person(s), Who Will Be Responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

	NAME	TITLE	E-MAIL	PHONE
Executive Support	[redacted]			
Marketing				
Sales				
Sales Support				
Financial Reporting				
Accounts Payable				
Contracts				

Key Contacts Table

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

H. Describe in Detail How Supplier's National Sales Force is Structured, Including Contact Information for the Highest-Level Executive in Charge of the Sales Team.

WTI and Tremco's sales force is structured regionally, with Regional Managers operating across nine divisions nationwide. Each region includes several dozen sales team members and business development managers who work collaboratively on projects that include material sales as well as general services and contracting. In addition, our representatives are supported by team members who support other Tremco CPG entities who work collaboratively to provide a robust offering to provide solutions best suited to each participating agency's needs.

The highest-level executive in support of the sales team is JK Milliken, President of Tremco.

Email: [redacted]
Phone: 216-292-5000 800-852-6013

I. Explain in Detail How the Sales Teams Will Work with the OMNIA Partners, Public Sector Team to Implement, Grow and Service the National Program.

Brand Strategy

Tremco continues to refresh its cooperatives brand strategy targeting the public market across the US in promoting our unique portfolio of integrated products and services developed to extend the life of roofs and building envelopes. We engage an outside marketing firm with extensive past experience with both WTI and Tremco as well as the cooperative market segment to create differentiating materials and manage the daily execution of our brand strategy. This firm works closely with both Tremco's corporate management, internal marketing team, and field sales organization to ensure marketing tactics reflect both our national and regional goals.

Differentiation to build greater awareness and appreciation for our truly unique value proposition through OMNIA/ Region 4 ESC serves as the foundation of our continuing brand strategy. WTI and Tremco have a long record of success based upon our ability to create and maintain strong, lasting relationships as we customize product and service solutions that are in the best interest of our public agency customers.

Tremco's cooperative brand strategy reflects not only this proven performance but our continuing commitment to meeting the needs of people and organizations throughout our sales cycle. Our audiences include the management staff with fiscal responsibility for their building assets, managers tasked with maintaining building operations, procurement officials, and the building occupants who depend upon them all to provide safe, comfortable, and affordable facilities.

WTI and Tremco has a dedicated brand strategy for our cooperative contracts market segment.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

Marketing Objectives

Developed to reflect this brand strategy, our marketing program goals, which we are actively promote, as listed below, take an integrated approach for consistent branding so we may effectively leverage resources and maximize new business opportunities.

- Position WTI and Tremco as a leading provider of roofing and building envelope solutions to Public Agencies with the distinct ability to simplify and streamline procurement through our OMNIA contract.
- Enable Tremco sales representatives to clearly and consistently articulate our value proposition to ensure all prospects understand the breadth and depth of our total capabilities available through our OMNIA contract.
- Generate qualified leads for targeted states through highly focused marketing activities in collaboration with OMNIA Partners, WTI, and Tremco's field sales organization.
- Assist and enable Members of the National Cooperative Contractors Network to promote the OMNIA contracts to their local public entities.

Marketing Activities

Tremco takes an integrated approach to market our OMNIA contracts by syncing the following tactics to the customer life-cycle.

- Advertising and publicity to build broad market awareness across the country
- Outbound campaigns to generate qualified leads for WTI and National Cooperative Contractor Network solutions available through OMNIA/Region 4 ESC
- Direct sales tools to drive consistent, critical messaging during one-on-one and group presentations and meetings.
- Web and social media marketing to maximize reach and prospect convenience.

I. Explain in Detail How Supplier Will Manage the Overall National Program Throughout the Term of the Master Agreement, Including Ongoing Coordination of Marketing and Sales Efforts, Timely New Participating Public Agency Account Set-Up, Timely Contract Administration, etc.

WTI has successfully implemented and performed similar construction and roofing products and services on multiple contract awards for more than ten different types of cooperatives. We will continue to customize our proven framework to develop a client-specific approach for contract implementation. Our customized approach includes marketing, customer relationship development, specification development, project deliverables, job-order acceptance and performance, emergency response, account management (including invoicing), timely completion and close out of projects, and executive support of our public market strategy. Depending upon individual cooperative needs, we can incorporate other services to best meet participating agency needs. WTI has an established framework and a nationwide presence, so we can easily adapt to individual cooperative and member requirements.

Upon award of a cooperative contract, we implement our proven marketing approach which includes educating our in-house staff on the contract and rolling out our services through co-branded marketing efforts to cooperative

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

Members. As discussed in our marketing rollout plan, this typically includes a combination of press releases, social media announcements, direct/email mailings, advertisements, participation in trade shows, social media, and website interactions. Beyond marketing, we also mobilize our existing construction-management personnel to make certain we have the availability to respond to cooperative projects. As a result of our nationwide presence, we draw from a large pool of resources to staff cooperative projects depending on location throughout the US.

Our success with cooperative purchasing programs is demonstrated by consecutive contract awards by many cooperatives. These renewals prove our ability to meet agency expectations as well as speak to the effectiveness of our organization to market and perform critical services. OMNIA members can also see evidence of our cooperative successes in our customer satisfaction metrics, where customers awarded us a 9.1 out of 10 overall satisfaction rating and 97% of respondent customers said they would purchase our roofing systems again. To see this in greater detail use the "Tremco Quality Control Customer Satisfaction Program" hyperlink button on the first links page at the beginning of this proposal.

J. State the Amount of Supplier's Public Agency Sales for the Previous Fiscal Year. Provide a List of Supplier's Top Ten Public Agency Customers, the Total Purchases for Each for the Previous Fiscal Year Along with a Key Contact for Each.

WTI and Tremco's Public Agency Sales in FY2022 were approximately [redacted] for both cooperative and traditional sales. WTI has taken an exception to providing the list of top ten public agency customers as this information is considered privileged and we do not have permission from our customers to divulge it.

K. Describe Supplier's Information Systems Capabilities and Limitations Regarding Order Management Through Receipt of Payment, Including Description of Multiple Platforms That May be Used for Any of These Functions.

WTI will make progress payments to subcontractors based upon applications for payment submitted by the subcontractor. Subcontractors are required to submit monthly requisitions for payment for work completed during the preceding month unless the billing requirements of the participating agency contract documents specify otherwise, and those requirements will supersede these provisions. WTI will issue progress payments on properly submitted requisitions relating to work performed in accordance with the contract documents on a net-30 basis from receipt unless different terms are expressly provided in the contract documents. The amount of each progress payment to the subcontractor will be equal to the following:

- The percentage of completion for the work of the subcontractor on a monthly basis and in accordance with the contract
- Plus, the amount allowed for materials (if any)
- Less the aggregate of previous payments to the subcontractor, and less ten percent (10%) or specified retainage

Retainage will be held until the DO has received a final inspection and has been accepted by the participating agency. WTI will not be required to pay subcontractors more than received for our work.

Final payment, constituting the entire unpaid balance of the contract sum, will be made to subcontractors when the work has been completed to the satisfaction of WTI, Region 4 ESC, OMNIA Partners, Public Agencies and the DO is fully

performed (including proper delivery of waivers of lien and other documentation required by the contract documents). A final certificate for payment will be issued by a participating Public Agency for the work and WTI will receive final payment from the participating Public Agency.

L. Provide the Contract Sales (as Defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier Will Guarantee Each Year Under the Master Agreement for the Initial Three Years of the Master Agreement ("Guaranteed Contract Sales").

YEAR ONE*	YEAR TWO*	YEAR THREE*

*These are projected figures, WTI does not guarantee sales.

Due to the fact the contract start date of November overlaps with our current #R180903 contract which expires February 29, 2024, sales will continue under #R180903 creating a transition year between #R180903 and #R23-04 in year one. There will be residual sales under #R180903 from proposed work but not awarded and from maintenance and warranty contracts that are multi-year agreements.

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

While many public agencies value our OMNIA contracts there are many factors that go into securing a sale including how a public agency would like to procure our solutions, including agency-specific contract preferences, agency procurement policy, administrative and legislative procurement policy. The intent of our response, and contract, is to continue to provide OMNIA members a vehicle for which they can easily and compliantly procure needed roofing and building envelope solutions. Based on the needs of servicing OMNIA members, WTI will aggressively promote this contract with the intent of producing sales under this contract as we have under our Current Roofing Products, Services and Job-Order-Contracting contract that is reaching its expiration. However, due to the speculative and unique nature of the services we provide, including legislative and administrative code challenges, we do not have the ability to guarantee sales.

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

i. Respond with Master Agreement Pricing (Contract Sales Reported to OMNIA Partners, Public Sector).
ii. If Competitive Conditions Require Pricing Lower Than the Standard Master Agreement Not-To-Exceed Pricing, Supplier May Respond with Lower Pricing Through the Master Agreement. If Supplier is Awarded the Contract, the Sales are Reported as Contract Sales to OMNIA Partners, Public Sector Under the Master Agreement.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

iii. Respond with Pricing Higher Than Master Agreement Only in the Unlikely Event that the Public Agency Refuses to Utilize Master Agreement (Contract Sales are Not Reported to OMNIA Partners, Public Sector).

iv. If Alternative or Multiple Proposals are Permitted, Respond with Pricing Higher than Master Agreement, and Include Master Agreement as the Alternate or Additional Proposal.

Detail Supplier's Strategies Under these Options When Responding to a Solicitation.

As mentioned previously, there are many factors that go into how a public agency would like to procure our solutions which include traditional bidding of products. Tremco/WTI will, if electing to respond to such solicitations, will respond as we do in our normal course of our traditional business outside of our OMNIA contracts.

ii. The Successful Offeror will be Required to Sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement Prior to Contract Award. Offerors Should have Any Reviews Required to Sign the Document Prior to Submitting a Response. Offeror's Response Should Include any Proposed Exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

WTI has reviewed Appendix D, Exhibit B, OMNIA Partners Administration Agreement and included exceptions/proposed modifications on Appendix B, Terms and Conditions Acceptance Form, as required.

iii. Include Completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Please see the completed Exhibit B, Exhibit C, Appendix D, Exhibit F, and Exhibit G on the following pages.

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

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

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for

the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the

foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of three percent (3%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

~~Weatherproofing Technologies~~
~~3735 Green St.~~
~~Beachwood, OH 44122~~
~~Att.: Jane Krivos~~

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of

this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

JK Milliken/ss
Signature

J.K. Milliken
Name

President
Title

6/14/2023
Date

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR

Signature

Sarah Vavra
Name

Sr. Vice President, Public Sector Contracting
Title

Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

---

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector, Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO

CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:

J.K. Milliken/as
Authorized Signature

J.K. Milliken
Name

President, Weatherproofing Technologies Inc.
Title and Agency Name

6/14/2023
Date

OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:
NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC

Signature

Sarah E. Vavra
Name

Sr. Vice President, Public Sector Contracting
Title

Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of **[PPA Name]** ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name] Weatherproofing Technologies Inc.

JK Milliken/as
Signature

J.K. Milliken
Name

President
Title

6/14/2023
Date

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

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

(c) The term does not include:

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

(2) An agreement that provides only:

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

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

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

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

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

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

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

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

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

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

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

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

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

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

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

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

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

The following provisions may be required and apply when Participating Public Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the

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

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

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

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

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

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

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

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

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

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

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

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

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

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

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

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

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

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

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

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Public Agency for any contract resulting from this procurement process,

offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.
Check for YES: ☒

OR

Certificate of <u>Non-Compliance</u> with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☒

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

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

Offeror's Name: Weatherproofing Technologies Inc.
Address, City, State, and Zip Code:
3735 Green Rd., Beachwood, OH 44122
Phone Number: 800-852-6013
Fax Number: N/A

Printed Name and Title of Authorized Representative: J.K. Milliken, President
Email Address: jmilliken@tremcoinc.com
Signature of Authorized Representative: JK Milliken/ss
Date: 6/14/2023

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt *(See FAR 25.103)*, when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details)*.

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Transit Administration funds, offeror certifies that its products comply with the requirements of 49 U.S.C. 5323(j), 49 U.S.C. 5323(j)(1), and the applicable regulations of 49 CFR 661 and all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Public Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

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

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

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

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

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

Offeror's Name: Weatherproofing Technologies Inc.

Address, City, State, and Zip Code: 3735 Green Rd., Beachwood, OH 44121

Phone Number: 800-852-6013 Fax Number: N/A

Printed Name and Title of Authorized Representative: J.K. Milliken, President

Email Address: jmilliken@tremcoinc.com

Signature of Authorized Representative: JK Milliken/ss Date: 6/14/2023

FEMA SPECIAL CONDITIONS

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

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

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

Conflicts of Interest

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

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

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

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

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

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

Bid Guarantee

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

Prevailing Wage Requirements

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

Federal Requirements

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

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

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

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

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

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

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other

employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the

Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do thefollowing:

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

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliancewith the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any

part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

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

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

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

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

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

developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

Federal Water Pollution Control Act

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

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

9. DEBARMENT AND SUSPENSION

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

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

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

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

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

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

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

3. The contract is for federally-required audit services.

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

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

Suspension and Debarment

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

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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

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

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

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

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with

obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

The Contractor, Weatherproofing Technologies Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

JK Milliken/ss

Signature of Contractor's Authorized Official

6/14/2023

Name and Title of Contractor's Authorized Official

J.K. Milliken, President

Date

6/14/2023

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

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

d. Suggested Language.

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

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

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

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase,

acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

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

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. **CHANGES**

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes

clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

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

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

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

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

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

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

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

Offeror's Name: Weatherproofing Technologies Inc.

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

Phone Number: 800-852-6013 Fax Number: N/A

Printed Name and Title of Authorized Representative:
J.K. Milliken, President

Email Address: jkmilliken@tremcoinc.com

Signature of Authorized Representative: JK Milliken/ss

Date: 6/14/2023

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).

(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000)

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

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

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22
Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

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

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22
amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may

result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.

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

ENERGY CONSERVATION REQUIREMENTS

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations,

"Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients,

and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

Stated Reason(s):_____

_____

_____

5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

RECYCLED PRODUCTS

1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

When applicable:

1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-

rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Participating Public Agency.

2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

2) A protest shall include:

   a. The name, address, and telephone number, including FAX number if available, of the protestor;

   b. The signature of the protestor or authorized representative;

   c. Identification of the contract/solicitation;

   d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

   e. The form of relief requested.

3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this

procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:

   a. The items to be procured are urgently required;

   b. Delivery or performance will be unduly delayed by failure to make the award promptly; or

   c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8) FTA will only entertain a protest that alleges:

   a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or

   b. Violations of Federal law or regulation.

9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.
   A protest filed with FTA shall:

   a. Include the name and address of the protestor.

   b. Identify the grantee, project number, and the number of the contract solicitation.

   c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

   Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

NEW JERSEY BUSINESS COMPLIANCE

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

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Disclosure of Investment Activities in Iran, Russia and Belarus

DOC #7 New Jersey Business Registration Certificate

DOC #8 EEOAA Evidence

DOC #9 MacBride Principals Form

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

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

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: Weatherproofing Technologies Inc.

Organization Address: 3735 Green Rd., Beachwood, OH 44122

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

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

Full Name (Print):	J.K. Milliken,	Title:	President
Signature:	JK Milliken/ss	Date:	6/14/2023

DOC #2

NON-COLLUSION AFFIDAVIT

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

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, J.K. Milliken residing in
_____ (name of affiant)
(name of municipality)
in the County of Cuyahoga and State of
_____ of full age, being duly sworn according to law on my oath depose and say that:

I am President of the firm of
_____ (title or position) (name of firm)

Weatherproofing Technologies Inc the bidder making this Proposal for the bid

entitled Region 4 ESC 23-04 (title of bid proposal), and that I executed the said proposal with full authority to do so that said bidder 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 named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Weatherproofing Technologies Inc (name of contracting unit) relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day

Signature

June 15, 2023

_____
(Type or print name of affiant under signature)

Justin Ray
Notary public of Ohio

My Commission expires 12-28-27

(Seal)

NOTARY PUBLIC STATE OF OHIO

JUSTIN RAY
Notary Public
State of Ohio
My Comm. Expires
December 28, 2027

DOC #3

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

Company Name: Weatherproofing Technologies Inc.

Street: 3735 Green Rd

City, State, Zip Code: Beachwood, OH 44122

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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 project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

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.

JK Milliken/ss

6/14/2023

Date

President

Authorized Signature and Title

Certification 49300

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-AUG-2021 to 15-AUG-2024

WEATHERPROOFING TECHNOLOGIES, INC.
3735 GREEN ROAD
BEACHWOOD OH 44122

ELIZABETH MAHER MUOIO
State Treasurer

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

JK Milliken/ss

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

   a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
   b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
   c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
   d. The form may be used "as-is", subject to edits as described herein.
   e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
   f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

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

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

JK Milliken/ss	J.K. Milliken,	President
Signature	Printed Name	Title

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

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

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

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

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

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

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

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders:

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

Subscribed and sworn before me this 15 day of June, 23.

(Notary Public)

My Commission expires

JUSTIN RAY
Notary Public
State of Ohio
My Comm. Expires
December 28, 2027

(Affiant)

J.K. Milliken, President

(Print name & title of affiant)

(Corporate Seal)

DOC #6

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS
N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

OR

[ ] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

_____

_____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

J.K. Milliken,	JK Milliken/ss
Printed Name of Authorized Agent	*Signature of Authorized Agent*
President	6/14/2023
Title	*Date*

Weatherproofing Technologies Inc.
Company Name

DOC #7

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

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

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

DOC #8

EEOAA EVIDENCE

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

EEO/AA Evidence

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

One of the following must be included with submission:

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

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

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

Name: J.K. Milliken, Title: President

Signature: JK Milliken/ss Date: 6/14/2023

DOC #9

MACBRIDE-PRINCIPLES

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

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

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: _____ **VENDOR/BIDDER:**

VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

[X] The Vendor/Bidder has no business operations in Northern Ireland; or

OR

[ ] The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

JK Milliken/ss
Signature

6/14/2023
Date

J.K. Milliken, President
Print Name and Title

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	WEATHERPROOFING TECHNOLOGIES, INC.
Trade Name:	
Address:	3735 GREEN RD BEACHWOOD, OH 44122-5705
Certificate Number:	0839364
Effective Date:	
Date of Issuance:	March 13, 2023

For Office Use Only:

20230313151614646

Certificate Number
606189

Registration Date: 02/06/2022
Expiration Date: 02/05/2024

State of New Jersey
Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Weatherproofing Technologies, Inc.

2022

Responsible Representative(s):
Thomas Cummings, President
Craig Nelson, Vice-President

Responsible Representative(s):
Jaime Kathryn Brink, Vice-President
Jaime Brink, Treasurer

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

iv. Describe How Offeror Responds to Emergency Service Requests.

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

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

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

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

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

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

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

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

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

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

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

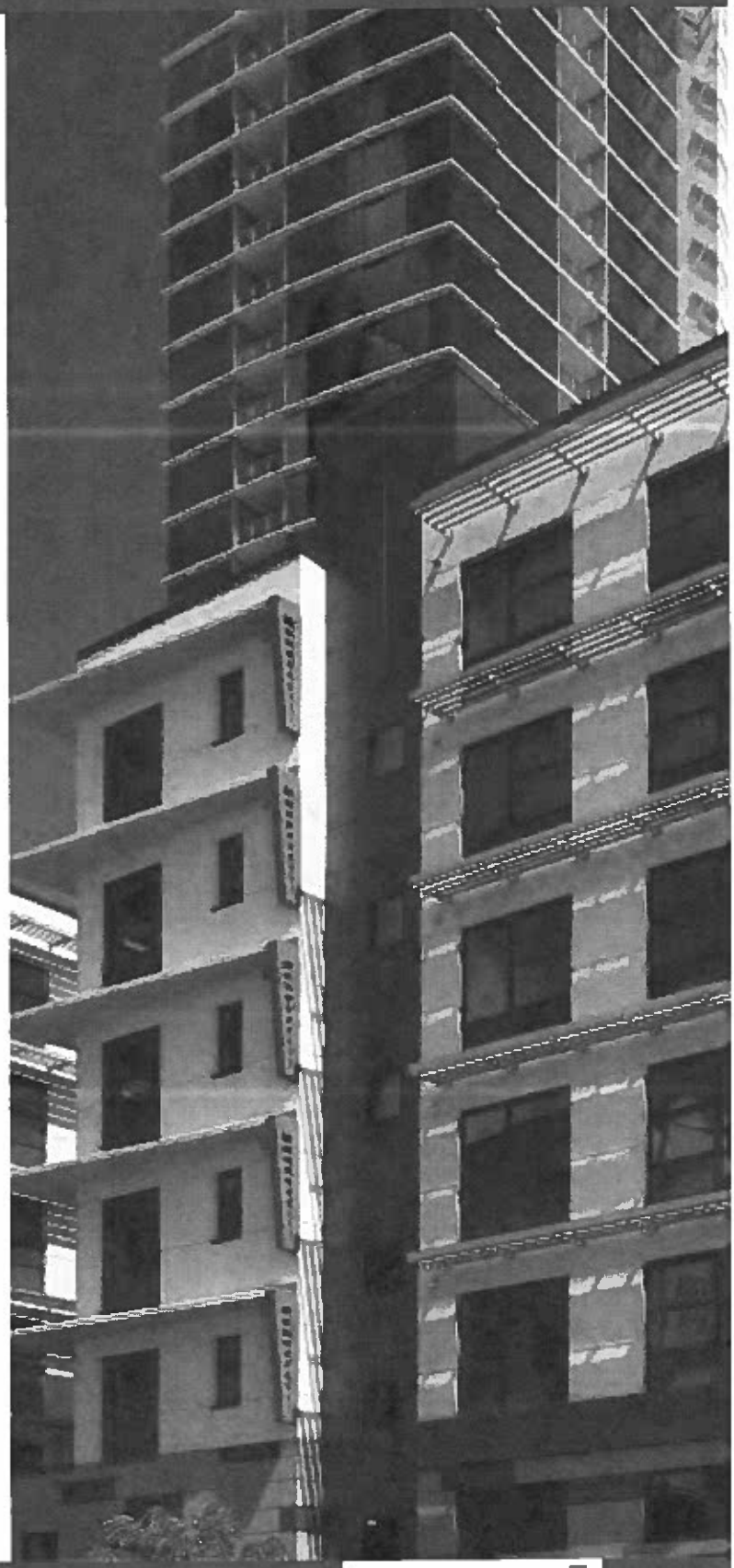
- Quality Assurance (QA) Warranty
- QA Plus
- QA Premium Warranty
- Vegetative Warranty
- Plain and Simple Warranty
- One-Year Tremco Performance Warranty (TPW)
- Material Warranty
- Warranty extension and renewals are available for OMNIA members.

Sample Warranties

Sample warranties are available to OMNIA Members upon request.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

PERFORMANCE CAPABILITY



One Building Envelope. One Warranty. One Powerful System Delivering Unmatched Protection for Your Building

Your property is a major investment, and its building envelope is a critical component. OMNIA members get one chance to get it right—or spend many years and a lot of money trying to fix it.

Made up of hundreds, even thousands, of components, a building's "envelope" protects interior spaces and occupants from the outside world. That includes shielding against the elements, excessive noise, and providing resistance to other external disturbances.

Why cobble together an envelope with materials from dozens of different suppliers when you can choose a Tremco Construction Products Group (CPG) building envelope, designed and tested to work as one continuous system and warranted together in a single document?

Systems & Services Covered Under a Single Warranty

- Air & Vapor Barriers
- Cladding
- Glazing Systems
- Insulated Concrete Forms
- Sealants & Adhesives
- Traffic Coatings
- Waterproofing

THE MORE TREMCO CPG COMPONENTS, THE MORE PROTECTION

Most individual building component warranties are limited to the dollar value of the material purchased. With a Tremco CPG warranty, the more OMNIA members single-source from the group, the greater the dollar value of coverage available should OMNIA members have an issue. That's because a Tremco CPG warranty is worth the aggregate value of all the components purchased from the group—providing a much larger pool should a member have a warranted issue on any one component.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

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

WTI's U.S. Customer Service Department consists of three Customer Service Centers as outlined in the below table.

Customer service centers and hours of operations.

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

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

After hours customer service needs are handled on a case-by-case basis. We make every effort to meet our customers' needs. Often, we staff our Customer Service Representatives to be able to accommodate not only daily needs but also emergency needs. In the event of an emergency situation, OMNIA members can contact the 800-5-TREMCO phone number 24/7/365 with their assigned account number. The call will then be dispatched for response. As previously mentioned, customer satisfaction is a focus and differentiator for WTI and Tremco. Our talented and focused customer service staff are an important part creating positive customer experiences and satisfaction. Through their caring, ability to problem-solve and bias for action, our representatives have the capability to create a satisfied customer with every call. And, they do it every day!

WTI and Tremco Field Representation covers all 50 states

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

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

Payment terms are net 30 days. We can accept Purchase Order, credit cards, ACH or check.

SAP has the ability to track member purchases, products and services, billing, accounts payable and other accounting functions. Through SAP, WTI can provide customized billing and reporting to OMNIA as a whole, as well as to individual participating members. This includes management reports, consolidated billing by location, time and attendance reports for participating Members. WTI currently uses SAP on our existing contracts that integrates manufacturing, finance, planning, implementation and operations to:

- Improve customer relations and response times
- Improve performance without sacrificing quality
- Streamline manufacturing planning and execution
- Increase sales
- Reduce inefficiencies
- Improve customer service and marketing efforts
- Support finance expenditures and resources
- Streamline supply-chain planning and execution
- Monitor compliance
- Improve best business practices

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

WTI has successfully implemented and performed similar construction and roofing and building envelope products and services on multiple contract awards for more many different types of cooperatives. Prior to award of a cooperative contract, we customize our proven framework to develop a client-specific approach for implementation. Our customized approach includes marketing, project acceptance and performance, emergency response, account management (including invoicing) and executive support. Depending on individual member needs, we can incorporate other services to best meet member needs. WTI has an established framework and a nationwide presence, we can easily adapt to individual cooperative requirements.

Upon award of a cooperative contract, we implement our proven marketing approach which includes educating our in-house staff on the contract and rolling out our services through branded marketing efforts to cooperative Members. As previously discussed, this typically includes a combination of press releases, social-media announcements, direct mailings, advertisements, participation in trade shows and website interactions. Beyond marketing, we also mobilize our existing construction-management personnel to make certain we have the availability to respond to cooperative projects. As a result of our nationwide presence, we draw from a large pool of resources to staff cooperative projects depending on location throughout the US.

Our success with cooperative purchasing programs is demonstrated by consecutive contract awards by many cooperatives. These renewals prove our ability to meet agency expectations as well as speak to the effectiveness of our organization to market and perform critical services. This is evidenced in our customer satisfaction metrics, where customers awarded us a 9.1 out of 10 overall satisfaction rating and 98% of respondent customers said they would purchase our roofing systems again.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

ix. Describe the financial condition of Offeror.

WTI is a building envelope industry leader and is in very good financial condition. We are an affiliate member of the Tremco CPG, Inc. line-up of companies that make up the largest division of RPM International, our Fortune 500 parent company. WTI continues to see steady growth in the market and has a very healthy pipe-line of work.

For additional information press here to go to RPM International's 10K & annual report filings

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

Due to the nature of our business, WTI currently does not have an on-line catalog/ordering website. These construction projects are independently specified and built for each building component's current condition and structure. This requires field consulting/engineering services to design and offer the best solutions or multiple solutions for each building component. Online catalogs do not accommodate this type of built construction. WTI will provide representatives to cover and support all projects and does not provide an on-line catalog option.

Our Sales Representatives meet with customers to review and analyze individual facility roofing needs and propose the right solutions and products. This one-on-one sales approach allows our Sale Representatives to gain a full understanding of the needs of each Public Sector Agency and provide on the spot assessments of the areas of work. This approach ultimately saves time and cost in back and forth of online ordering and allows our teams to provide the services and products the customer needs the first time.

Tremco will allow for material only orders sold direct to end user, if needed, to be returned within 30 days of project completion. Depending on the products' condition, the estimated time frame to complete this return process is up to 30 days.

- Returns must be products in good condition and authorized by Tremco prior to return shipment. The following exceptions apply:
  - Exception: Due to warehouse limitations, there are no returns on Tremco Insulation products or TremLock™ Custom Metal Edge.
  - Exception: Fastener supplier does not accept returns on Insulation Fastener Discs and limits fastener returns to 3 months from shipment.
  - Exception: POWERply™ SA Base Sheet and POWERply™ SA FR returns are limited to three months from shipment.
  - Exception: THERMastic®, THERMastic® 50, and POWERply™ Modified Hot Melt Adhesive cannot be remelted or worked off, so returns of these four products are limited to pallets which are determined by a Tremco Representative to be in excellent condition.
- Tremco reserves the right to refuse a return of a product sold and shipped more than one year ago.
- Material must be returned in the account name under which it originally shipped.
- Return freight charges are the responsibility of the customer.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

xi. Describe the Offerer's Safety Record.

Safety Record

Our industry can be a very dangerous one, where one wrong move can have long lasting and sometimes devastating effects on a family and our communities. This is why we require every employee to go through our OSHA safety training course. The results of our commitment to people shows as we have one of the best safety records in the industry, especially for a company of our size. The chart below illustrates WTI's commitment to safety as we have one of the best safety records in the industry. This is even more impressive when OMNIA members take into consideration that we are also one of the largest roofing and building envelope companies in the industry.

	wti	Corporate & Field Market Safety Qualifications Metric	TREMCO
	2020	2021	2022
EMR (Insurance Experience Modification Rate)	.70	.65	.60
No. of Employees	1221	1311	1472
Hours Worked	2,114,385	2,374,237	2,655,983
No. of Fatalities	0	0	0
No. of Recordable Incidents	14	18	25
Total Recordable Incident Rate (per 100 full-time employees)	1.32	1.52	2.33 Industry Avg.—3.4
No. of Lost Time Incidents	0	4	0
Lost Time Incident Rate (per 100 full-time employees)	0	.34	0 Industry Avg.—1.4

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

xii. Performance Bond Plan - Offeror shall submit a detailed performance bond plan that will meet the Participating Public Agency's local and state statutory requirements. The Offeror is required to be knowledgeable and current on all statutory requirements for bonding. This should include, but is not limited to, a letter from a surety company that is licensed to do business in the states being proposed in the submittal. Offerors shall also provide a written statement acknowledging that they can provide surety letters for any affiliates to Region 4 ESC or participating agencies upon request. Offerors may need to provide additional capacity as work orders increase. Bonds will not require that a fee be paid to Region 4 ESC. The actual cost of the bond will be a pass-through expense to the Participating Public Agency and added to the purchase order.

WTI has been providing performance bonds on projects for over 30 years in partnership with our insurance provider, Liberty Mutual Insurance. As we provide bonding on projects in all 50 states, WTI is experienced and knowledgeable about providing bonding for members' projects in accordance with all states' laws and statutory bonding requirements. We have enclosed a letter from our surety agent evidencing our bonding capacity of [redacted] aggregate and [redacted] for a single project, which reflect ample capacity for any project awarded under the OMNIA 23-04 resultant contract agreement. Further, we are able to provide surety letters as needed for any affiliates of Region 4 ESC that may request evidence of our ability to bond projects. Our bonding process begins at the estimating level where costs and thresholds are identified based upon project size and location in order to accurately and immediately identify bonding needs before the proposal phase starts. This process provides a quality-auditable process, which is ISO 9001:2015 certified. As project volume dictates, WTI will be able to confidently manage additional capacity to provide quality services to OMNIA members.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

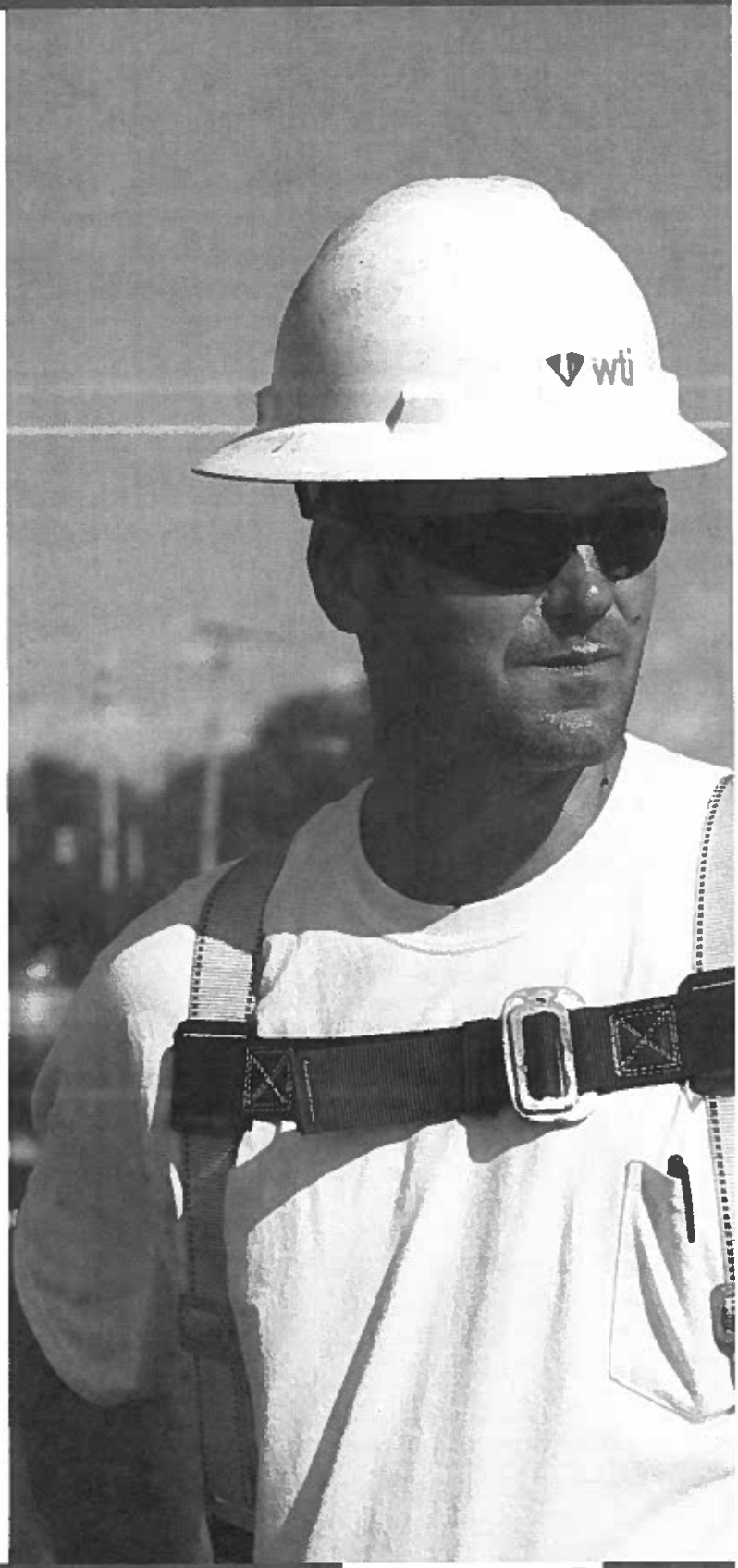
xiii. **Safety/Environmental Plan - Offeror shall submit a detailed safety plan with their submittal. It should specifically address how the Offeror will implement this plan with the subcontractors. The safety plan will need to address OSHA compliance, environmental compliance, drug testing, trend analysis and noncompliance corrective action. It should also state whether a safety officer will interact with the Participating Public Agency's staff and management of safety and environmental issues while working in occupied areas.**

It's not a cliché that an organization's greatest obligation is to provide a safe working environment. But that commitment takes on even more importance when a job's responsibilities include the kind of potential risk you can find on a roof.

As the market leader in providing roofing solutions and services, WTI fully recognizes what is at stake in construction and renovation projects. We never leave the safety and security of employees, installation teams and other on-site trades to chance. Job site safety grounded in proper training is without question our highest priority.

That is why every one of our roofing and building envelope projects, no matter the size, begins with a thorough understanding of the job site's potential hazards, safe work procedures, product characteristics, equipment operation, conditions, and specific customer requirements.

That understanding is based on the extraordinary safety training we provide our field advisors and technical personnel. To ensure that every installation is completed safely and efficiently, WTI has developed a comprehensive set of safety resources, with a strong emphasis on field safety training, job site audits, and extensive use of systems and communication tools.



DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

PERFORMANCE CAPABILITY

Each of our field advisors have received safety training, to help them manage the trouble-free delivery of our products and services. All of WTI's technical field and general contracting management personnel have received at least their OSHA 10-hour safety card—a powerful statement when you consider that is the largest field team in our industry.

In addition, WTI ensures we continue providing this knowledge with a core of over 20 Authorized OSHA Outreach Trainers with extensive roofing craft experience. This in-house safety expertise permits consistent and safe installation of our systems focused on customer and site-specific health and safety requirements. A team of safety experts is also available in the field to answer questions or concerns that may arise.

Tremco Roofing and WTI consistently perform better than the industry averages for Roofing and Construction Services as measured by the commonly used Total Recordable Injury Rate (TRIR) and Experience Modification Rate (EMR) standards.

Safety Training and Expertise

- Over [redacted] OSHA Authorized Construction H&S trainers within WTI to provide and
- Extend on-the-job safety knowledge
- Over [redacted] Field Sales Advisors have received six weeks of intensive roofing,
- Technical, project management and field safety training
- Over [redacted] WTI employees with current 10-hour cards – within 3 years of issue
- Ongoing training updates—over [redacted] OSHA 10-hour cards issued since 2007
- Over [redacted] WTI employees with OSHA 30-hour cards
- Over [redacted] WTI employees trained in First Aid/CPR
- Over [redacted] WTI trained as ANSI A92 Aerial Lift Operators

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

WTI Safety Program

Each of the following components meet or exceed OSHA standards for the construction industry.

POLICIES AND PROCEDURES	• WTI Safety Policies • Hazard Communication Program
FIELD SAFETY	• Start Safe Checklist • Fall Protection • Hazardous Energy Control/Lock Out, Tag Out Program • Confined Space Entry Program • Fire Prevention & Protection • Personnel Protective Equipment (PPE) and Hygiene Requirements • Respiratory Protection • Hot Work (involving flames, sparks or heat) • Hearing Protection/Noise • Scaffolding Safety • Hand & Power Tools
ENVIRONMENTAL CONTROLS	• Environmental Controls (i.e., ventilation, lighting) • Waste Disposal • Vehicle Safety
EMPLOYEE TRAINING/ COMPETENT PERSONS	• OSHA [redacted] trainers • OSHA 10 hour certification • Job site inspections • Alcohol, Drug & Substance Policies and Screenings • Product Related Health Information • Tool Box 5-Minute Safety Talks for On-Site Training • Medical & First Aid Safety Training and Expertise
SAFETY TRAINING AND EXPERTISE	• Over [redacted] OSHA Authorized Construction H&S trainers within WTI to provide and extend on-the-job safety knowledge • Over [redacted] Field Sales Advisors have received six weeks of intensive roofing, technical, project management and field safety training • Over [redacted] WTI employees with current 10 hour cards – within 3 years of issue • Ongoing training updates - over [redacted] OSHA 10 hour cards issued since 2007 • Over [redacted] WTI employees with OSHA 30 hour cards • Over [redacted] WTI employees trained in First Aid/CPR • Over [redacted] WTI trained as ANSI A92 Aerial Lift Operators

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

Safety Data Sheets (SDS)

Access to our product Safety Data Sheets is available on each jobsite. Each SDS meets and/or exceeds US – OSHA, European Union and Canadian WHMIS. Safety Data Sheets are also available by product. Just use the product sheet web-link in the front of this proposal.

Site Specific Safety Plans

The WTI staff regularly develops plans that specify the minimum health, safety, and emergency response requirements to be followed by WTI and Tremco personnel and our subcontractors during the construction activities of a particular project. These plans include a detailed Job Hazard Analysis, designation of EHS responsibilities, a description of our products and necessary protective measures, and any additional information that the customer or general contractor may require.

Sub-Contractor Safety Program Guidelines

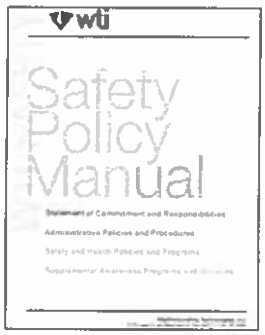
The NRCA Contractor Safety Program or its equivalent is the template for contractors and subcontractors to develop documents. Each subcontractor/installation team can use this comprehensive industry-wide program developed under an OSHA Harwood Grant to customize the safety program to meet their specific needs.

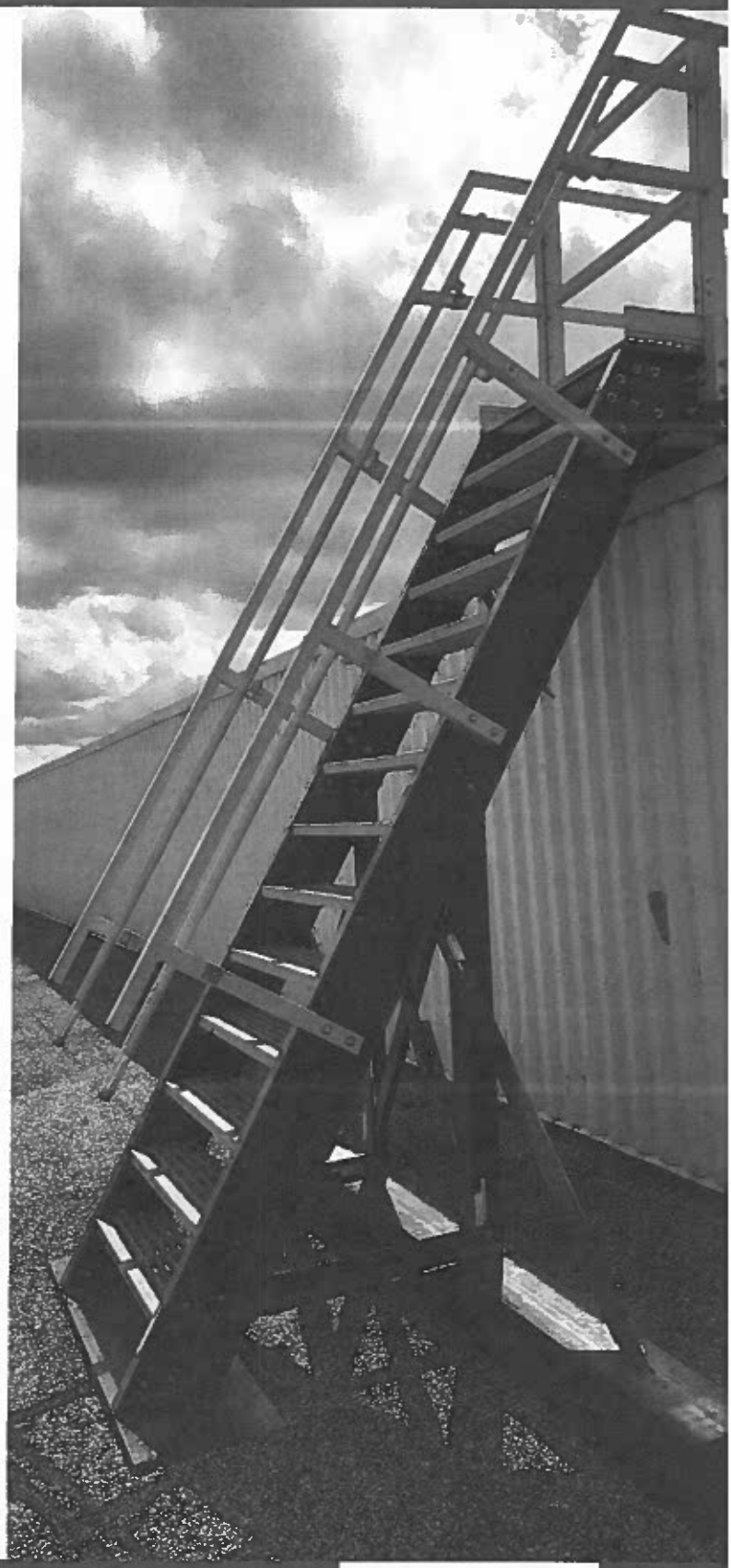
Environmental Health & Safety (EHS) Department

WTI provides a fully staffed EHS Department committed to safety—from project inception to final walk-through. A complete list of staff contact numbers is available from the corporate office to ensure ready access to all business and emergency numbers at WTI.

Full Safety Plan

A full copy of our Safety Policy Manual is available to OMNIA members upon request..





DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

TAB 4

QUALIFICATIONS AND EXPERIENCE

REFERENCES

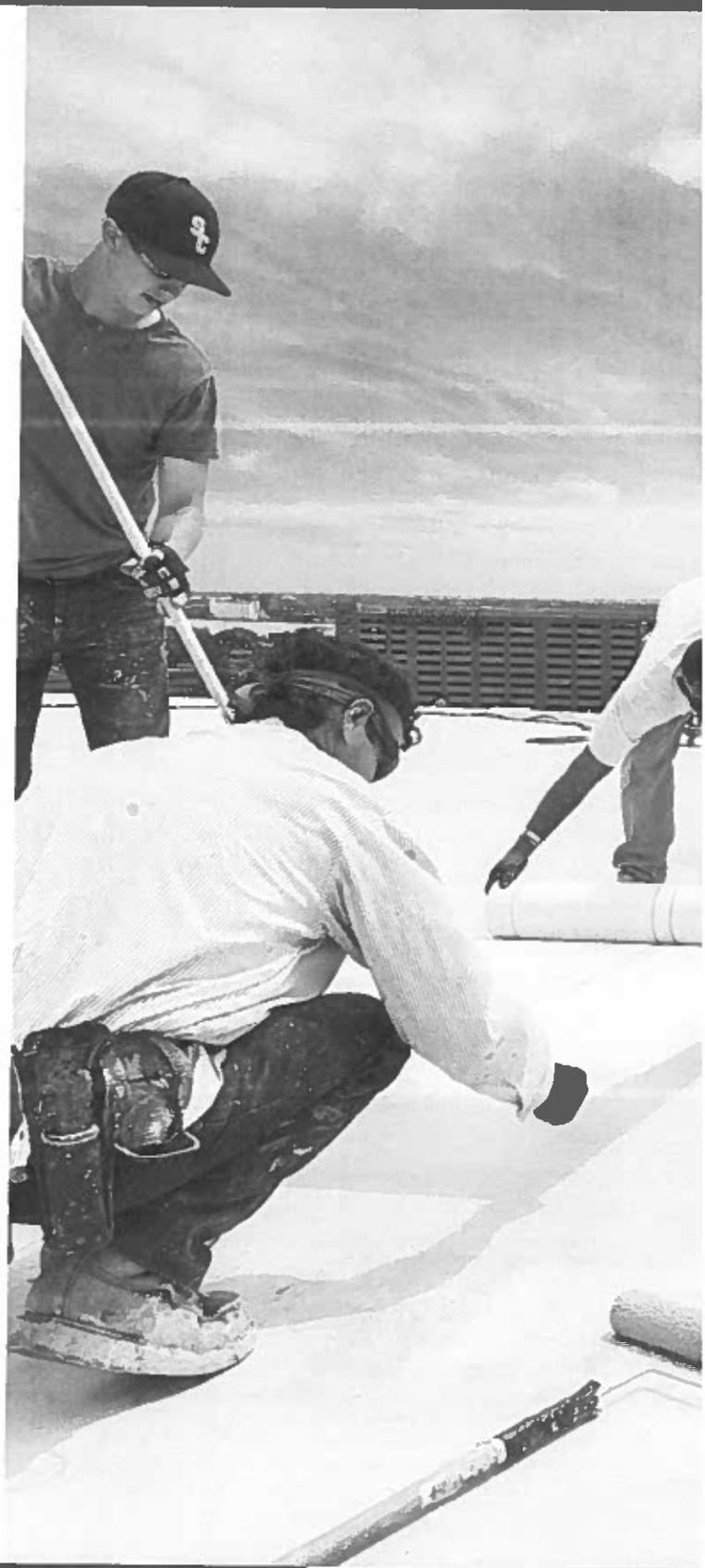
INCLUDES ANSWERS TO SECTION 2.c

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

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

Tremco, originally established in 1928, along with its affiliated company, Weatherproofing Technologies, Inc. (WTI) established in 1962, offers a comprehensive inventory of roofing assessment, leak prevention, building envelope, product sales, and general contracting (GC) services. WTI and Tremco, part of Tremco Construction Products Group, has annual sales of over [redacted]. owns and operates [redacted] manufacturing plants with over [redacted] employees worldwide. Our parent company, RPM International Inc., a Fortune 500 company and a world leader in specialty coatings serves both industrial and consumer markets generating nearly $7 billion in annual sales. RPM has been in business for 75 years and employs more than 14,000 people worldwide and operates 139 manufacturing facilities in 27 countries, as well as sells products in approximately 170 countries and territories. RPM is committed to providing the highest quality products and services possible in the field of roofing, sealants and coatings.

WTI, along with its affiliated company Tremco, is ISO 9001:2015 certified and was the first building envelope service company in the industry to attain this quality certification. ISO certification helps to continually improve our systems and approach to building envelope concerns and is the standard to which we have committed for our customers. We constantly look to improve our management process within our strategic planning processes through the input of our leadership, employees, and customers. Tremco is a renowned manufacturer of roofing and weatherproofing products while WTI has performed thousands of roofing projects nationwide. Regardless of the type of roof, we can offer a solution through Tremco-manufactured products or other roofing products. We have a pool of more than [redacted] pre-qualified subcontractors nationwide to assist in roofing project performance. Not only are these subcontractors approved



DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

in the installation of Tremco products, but they are also approved to install products from other manufacturers.

WTI has expanded its service capabilities to become a full-service general contractor to all of our customers. WTI's general-contracting services include HVAC/mechanical projects, indoor air quality solutions, asphalt paving, concrete, tile and terrazzo rehabilitation/restoration, exterior building wall cladding systems and restoration, window systems repair and sealants, photovoltaic (PV) systems, insulated concrete forms, masonry, in addition to roofing restoration, maintenance and building envelope services. WTI's general-contracting capabilities are further supplemented by Tremco's vast sales and manufacturing resources.

ii. Describe Offeror's reputation in the marketplace.

UNMATCHED EXPERTISE AND EXPERIENCE

WTI and Tremco service customers across all markets including retail, healthcare, educational, and local, state and federal government as well as complex industrial and manufacturing companies. OMNIA members will have peace of mind knowing that their interests will be managed by a team of experienced professionals. We deliver quality assurance with each product through trained professionals who are qualified to perform roofing and building envelope services.

We are the only building envelope services company that helps maintain all six sides of the building. From start to finish we can provide solutions for every building envelope need. From building and safety assessments through complete GC services for boots on the ground work, OMNIA members can have the peace of mind that your building assets are safe and will be well looked after for years to come.

With more than 90 years of building envelope experience, Tremco is North America's foremost supplier of all aspects of roofing and building envelope materials and services. Tremco is uniquely positioned

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

to provide single-source products, services and solutions for the entire building envelope. All Tremco Incorporated facilities are ISO 9001:2015. A sampling of relevant credentials, memberships and affiliations are provided below.

- Elevation Award for Roof Coatings from Durability + Design Magazine for the renovation of the 340,000-SF roof of Ford Field, home of the Detroit Lions, with AlphaGuard BIO
- NWIR – Tremco is a founding member of NRCA's newly established volunteer-based organization that provides educational and advancement opportunities for women in the roofing industry
- Center for Environmental Information in Roofing (CEIR) – WTI and Tremco are founding members of CEIR, an organization established by the NRCA dedicated to environmental and energy issues
- Contributor to 2016 Edison Award Winner – Silver for the Securock® ExoAir® 430 System
- US Army – Schofield Barracks, HI – Unit Commander's Coin – this is the highest unit citation that can be awarded to a civilian company
- US Army – West Point, NY - Unit Commander's Coin – this is the highest unit citation that can be awarded to a civilian company
- Northern Ohio District Council of Bricklayers and Allied Crafts Certificate of Appreciation for Contributions to the Apprenticeship Contest
- Roof Consultants Institute, 18th Annual Convention, Platinum Sponsor
- WTI and Tremco Sealants/Weatherproofing Division Outstanding Exhibition Award
- Business Marketing Association Silver Tower Award in Advertising
- John T. Fosdick Award for Excellence in Advertising: Highest Reader Interest Score
- Construction Specifications Institute (CSI) 20 Years of Service
- The NC99 Award of Greater Cleveland for one of the 99 Best Places in America to Work

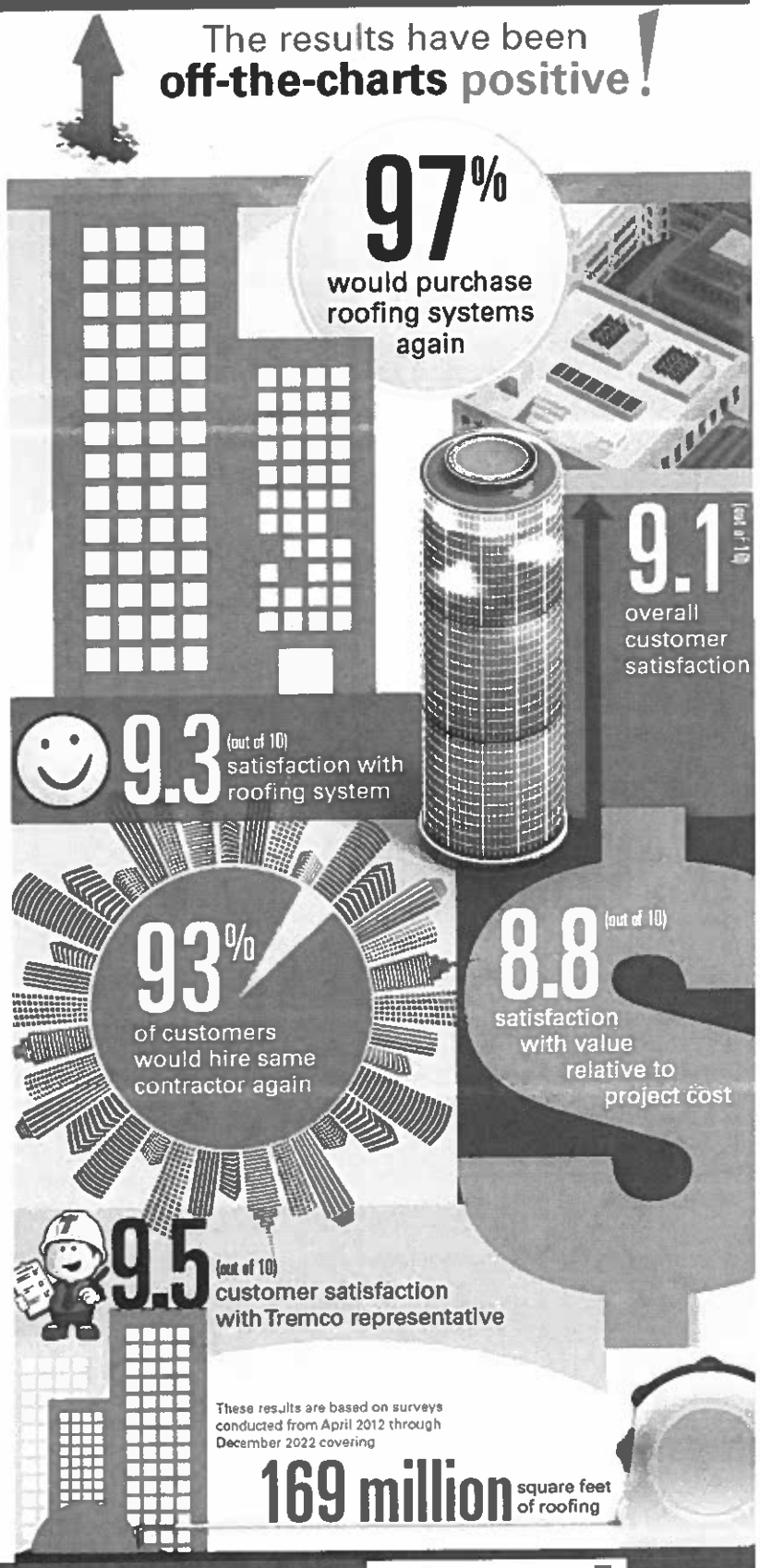
DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

- Roof Political Action Committee (RoofPAC) – WTI and Tremco personnel have actively participated in several forums and seminars where we have presented white-paper lectures and additional industry-related information.
- Sponsor of Green Roofs and Walls of the World Virtual Summit
- Participation at the USGBC Greenbuild International Conference and Expo
- Receipt of Crain's Emerald Award Honoree for high-performance building renovation and commitment to sustainability
- Registered Provider with The American Institute of Architects Continuing Education Systems to deliver AIA training courses

Our products and services have a strong reputation in the marketplace. In fact, they have been used by clients nationwide for nearly 100 years. The infographic to the right shows the results from a recent survey, highlighting that 97 percent of clients would purchase from us again.

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

Tremco has unified the industry's leading building and maintenance products into one total enclosure system that allows our customers to build, restore, and maintain faster, safer, smarter and more efficiently. Our products and services are marketed to distributors, contractors and end-users spanning approximately 130 countries and territories. Tremco is known in the marketplace for offering six-sided solutions that deliver high-quality performance at the lowest possible life-cycle costs, helping to ensure peace-of-mind through long-term warranties and maintenance programs. This is accomplished through the Tremco CPG family consisting of Tremco Roofing and Building Maintenance, Weatherproofing Technologies, Inc., Dryvit Brands, Nudura brands, Willseal, Prebuck LL, Tremco Barrier Solutions, Inc., WTI/Pure Air Services, and Canam Building Envelope Specialists offerings.



DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

OUR BUILDING ENVELOPE SERVICES

TremCare

WTI is presently managing more than [redacted] square feet of roofing across all market sectors throughout the US, Canada and Europe, using our OLI® system software. Over [redacted] square feet of our asset management programs include maintenance during their annual or bi-annual inspections.

OLI®

Our web-based On-Line Information System provides instantly obtain detailed building envelope inspection and maintenance data. OMNIA members can instantly access everything they need to know about their roofs to cost effectively manage their investments including detailed building envelope inspection and maintenance data, photos, repair recommendations, and so much more information that will improve budgeting for future building envelope needs—they decide what they want and how they want it reported. Managing even the most complex building envelope inventories is simplified with 24/7 access to detailed post-inspection information about every roof in their inventory formatted for effective analysis. Expert roof inspectors from WTI thoroughly analyze their roofs and compile historical data as well as construction and condition information to formulate an accurate picture of the state of their roofs. Whatever they need to know about their building envelope investment including a wealth of condition information, including photos; service activity; warranty and contractor information; leak history; roof construction specifics such as the type of surfacing and membrane; and so much more are right at their fingertips.

Building envelope repair

WTI can assist with maintenance issues by providing dedicated, professional crews to handle them, at terms that meet budget. Comprehensive up-front estimates, quality assurance of all materials, and dedicated personnel to handle patch and repair work to meet schedule and budget.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

QUALIFICATIONS AND EXPERIENCE

Our crews can perform a variety of building envelope maintenance services and emergency and non-emergency leak repairs. Other services include flashing repair, drain and curb installations, roof cleaning and maintenance, joint sealing and air barrier. In addition, we provide indoor air quality disinfecting and sanitization solutions, as well as vertical and horizontal concrete structure repair solutions, including parking garages, walkways and decks.

Safety

Every one of our building envelope projects, no matter how large or how small, begins with a thorough understanding of the job site's potential hazards, safe work procedures, product characteristics, equipment operation, conditions, and specific customer requirements. That understanding is based on the extraordinary safety training we provide our field advisors and technical personnel. To ensure that every installation is completed safely and efficiently, WTI and Tremco have developed a comprehensive set of safety resources, with a strong emphasis on field safety training and job site audits.

All of our field advisors receive safety training, so they can manage the trouble-free delivery of our products and services. All WTI employees receive at least their OSHA 10-hour safety card. In addition, WTI ensures we continue providing this knowledge with a core of 24 Authorized OSHA Outreach Trainers with extensive building envelope experience. This in-house safety expertise permits consistent and safe installation of our systems focused on customer and site-specific health and safety requirements.

Roof component laboratory testing

TRACE (Tremco Roof Analysis Core Evaluation) offers building owners a detailed, cost-effective way to determine the composition, construction and condition of any built-up roof system. Using ASTM testing methods, our experienced lab technicians perform [redacted] tests that reveal important facts about roof composition and condition. All analyses are done at Tremco's state-of-the-

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

art research center, which is NVLAP (National Voluntary Laboratory Accreditation Program) accredited for bulk asbestos analysis using polarized light microscopy (NVLAP Code 200887-0). TRACE automatically includes a Tremco ACT® (Asbestos Core Testing).

Infrared moisture analysis

A visual inspection, while valuable as a guide, cannot accurately pinpoint moisture below the roof surface. A Thermocore infrared moisture analysis provides detailed thermal map of how and where hidden moisture is located. A sensitive infrared scanner is used at night to detect temperature differentials across the roof; areas over wet insulation appears warmer than surrounding areas. OMNIA members will get the data they need to make the best decisions within budget.

WTI offers a full range of sophisticated analytical, maintenance and information-based services with one simple goal—to maximize the life of the building envelope and protect the value of the building. We understand that before the right roofing decision can be made, it is critical to know what is right for each particular roof. This requires technical information about current conditions—its membrane type and bitumen—because these technicalities can make a drastic difference in the cost of any planned roof work.

Small roofing problems can easily snowball into large, expensive issues. Our TremCare® maintenance program helps prevent premature deterioration and keeps roofing assets in top working order. With WTI's trained roofing technicians performing regularly scheduled inspections, housekeeping and maintenance, problems are uncovered and corrected early to prevent. Available for any kind of roofing system, TremCare® programs are carefully prepared and customized to suit all buildings and budgets.

Protection Under One Roof

TremCare® gives OMNIA members the ability to choose the roofing maintenance and protection program that's right for them. And with OLI®, our On-

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

Line Information system, we even support businesses that do not want the advantages of a TremCare® maintenance program.

Used either on its own or as the central component of TremCare® Gold and Platinum, OLI® represents the latest in web-based information management systems. OLI® can manage any combination of drawings, photos, service activity reports, budgets, warranties, lifespan projections and much more. Data is available 24/7 in a secure, password-protected area of our website.

Some customers want us only to repair leaks and not to provide other maintenance activities. These customers can take advantage of our 24-hour-a-day leak line through the Tremsource® program.

Asset Management

If OMNIA members want to manage their own roofing assets, WTI will conduct an extensive inventory of the condition of all roofs to establish immediate needs and then enter the data into OLI® for their use.

TremCare® GOLD

Since general rooftop housekeeping and preventive maintenance are equally important, WTI experts will plan and prioritize both after thoroughly inspecting the roofs. Detecting and repairing problems early saves money, reduces downtime and damage to the roof, and prevents premature deterioration. TremCare® Gold offers the following services:

- Housekeeping: WTI will remove incidental debris (leaves, branches, paper, etc.) from the roof, drains and gutters during scheduled, periodic housekeeping operations.
- Preventive Maintenance: WTI will maintain roofs in their present condition by making minor repairs to the membrane and flashing systems. Preventive maintenance is not designed to restore neglected roofs to new condition.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

- 24-Hour Emergency Leak Response: OMNIA members can report leaks 24 hours a day, seven days a week, on our dedicated, toll-free hotline. The hotline logs the call for priority treatment, ensuring a fast, efficient response every time.

TremCare® PLATINUM

In addition to the services of TremCare® Gold, TremCare® Platinum takes both the worry and the costs out of leaks. Quite simply, the repairs are on us if the roof leaks.

Previously neglected roofs may require repairs or upgrades before TremCare® Platinum can be instituted. Eliminating additional costs for on-site visits to repair leaks also simplifies maintenance budgets. TremCare® Platinum is intended for non-Tremco roofing systems or Tremco roofs that are out of warranty.

Other Services

Thermocore® Roof Moisture Analysis

Provides a detailed thermal map of hidden moisture. The data can be used to focus repairs on the roof's problem areas, saving money on repair work.

TRACE® and ACT®

Can answer questions about a roof's make-up. The Tremco Roof Analysis Core Evaluation (TRACE) provides rigorous lab data on the construction, composition and condition of any built-up roofing system. ACT (Asbestos Core Testing) helps to accurately determine the exact percentage and type of asbestos found in each ply and the adhesive or mastic. ACT is included as part of a TRACE analysis.

Moisture probes are used to verify wet areas, and the results of the infrared survey are confirmed by taking core samples. Some physical testing is necessary to measure the quantity of moisture at the core site and details of the roof construction. All roof cores and moisture probes are immediately repaired with Tremco materials to ensure waterproofing continuity.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

Leak Response

Water leaking into the building is not only a nuisance, it can also cause significant damage to the building and danger to visitors. WTI offers a full range of sophisticated analytical, maintenance and information-based services with one simple goal—to maximize the life of the roof and protect the value of the building.

Roof and building assets experience abuse every day from weather, movement, modifications and traffic. As roofs age, minor problems may occur such as tears and splits in the roof membrane, and cracks and deterioration of the walls. Although these defects may not be severe, if not repaired promptly they can become major problems and lead to a large capital expense.

WTI can provide professional crews to handle these maintenance issues. Offering timely service, superior workmanship and quality materials, our dedicated repair crews are available on either a contract or time-and-materials basis to meet budgetary needs.

- Advantages Of Utilizing WTI's Maintenance Crews
- Comprehensive up-front estimates
- Quality assurance of all materials and labor
- Dedicated personnel to handle patch and repair work
- Timely scheduling of work

Our crews perform a variety of roofing and building maintenance services

Flashing Repairs and Installation

The most common reason for premature roof failure is flashing problems. Our crews will repair or replace failing flashings with reinforcement membranes designed to be compatible with your roof system.

Drain and Curb Installations

Ponding water may also cause roof deterioration. Installation of new drains may alleviate this problem.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

Emergency and Non-emergency Leak Repairs

Our crews are available to quickly repair any leaks, minimizing damage to an owner's building and assets.

Annual Roof Cleaning and Maintenance

Since most manufacturers recommend that roof systems receive regular inspections and maintenance, we are available to periodically inspect and clean all roof components.

Joint Sealing

Extreme weather changes, and the daily contraction and expansion associated with them, along with age and other problems can create cracks or open joints in your parapet walls and concrete surfaces. This can allow water to infiltrate your roof and building. Our crews can make these repairs before damage becomes a problem.

The system provides

- 24/7, 365 toll-free phone reporting leaks
- OLI® access for reporting leaks
- Customized call roster for proper dispatching

On-line leak tracking system (within OLI®) that provides

- Time and date of leak call reported
- Repair start date
- Repair completion date
- Cause of leak
- Before and after photos
- Printable report
- Additional scopes of work (if required)

SKYBEAM™

Collect and Analyze Building Data from Your Roofs and Facades Quickly, Thoroughly and Cost Effectively

OMNIA members need to know if their roofs and facades are in good shape, or damaged by problems like ponding water; holes, gaps and cracks; torn membranes; soaked insulation; spalling concrete. Are they airtight, or leaking energy? Are they safe? Building owners need to really know their condition in

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

order to plan well. But mapping roofs and facades, difficult at best, is prohibitive if buildings are hundreds of feet tall, cover acres or are part of a campus. There was no good way to do this until now. Until SkyBEAM™ from WTI.

The Future Of Facility Mapping Takes Off

The groundbreaking SkyBEAM™ (Building Envelope Asset Mapping) system is an unmanned aerial vehicle (UAV) with interchangeable, high-resolution still and infrared (IR, or thermal) cameras that help our customers understand the exact condition of their facilities before any work begins, and afterwards to ensure that the project was properly completed.

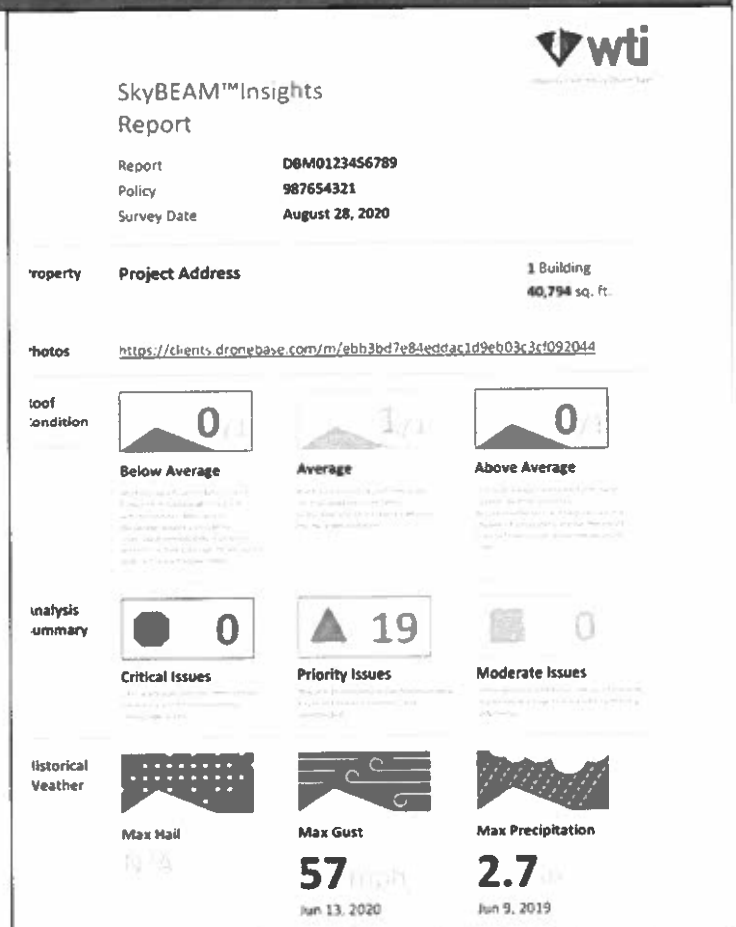
SkyBEAM™ gathers building data quickly, thoroughly and safely. One of our tens of thousands of licensed* UAV pilots in the US and Canada will program SkyBEAM™ to fly to a specific height, do the mapping and return. SkyBEAM™ can map tall buildings without scaffolding, identifying problems that would have been virtually impossible to find before. It can map buildings with millions of square feet of roofing in a few hours, yet is cost effective enough to use with much smaller facilities.

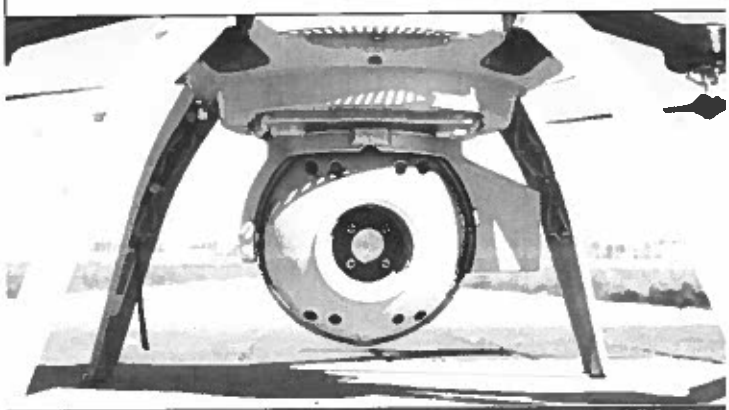
Pinpointing Building Energy Issues

SkyBEAM™'s infrared camera detects heat variations around the roof, which often result from wet insulation retaining heat longer than dry insulation. These variations usually mean that the building is losing energy. Thermal mapping is most effective at night when the sun is not heating the building. The SkyBEAM™ pilot flies the roof in a programmed pattern, taking numerous thermal photographs that are combined into a single large image (an orthomosaic) showing the location of irregularities that require verification. Technicians can then safely verify these areas during the day for removal, replacement or further analysis. Nobody sets foot on the roof in the dark to map it.

Exceptional Reporting Clearly Shows the Building's Condition

SkyBEAM™'s detailed reporting separates it from other UAV systems and is one of its great benefits, providing actionable data to use in making building decisions.





DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

Report Offerings Include

SkyBEAM™ Birdseye	Detailed high-resolution photos taken from straight above the roof show its condition before and after a project.
SkyBEAM™ Insights	Detailed high-resolution photos and an analysis of any damage or areas of concern, exact roof measurements and an orthomosaic image. Optional 3D modeling can be added.
SkyBEAM™ Exterior	Exterior photographs and an interactive 3D model show the façade's condition.
SkyBEAM™ IR	Roof thermal images are compiled into a comprehensive, interactive, easy to understand report that clearly and accurately shows problem areas.

All data resides in our OLI® OnLine Information system for easy access.

Nothing Else is Like SkyBEAM™

SkyBEAM™ gives accurate visual evidence about your buildings' condition, especially difficult-to-map areas. It helps to improve facility maintenance planning and budgeting, is the safest way to conduct nighttime thermal mapping, and helps technicians maximize their time as they easily locate and repair rooftop damage.

With tens of thousands of licensed pilots, the use of artificial intelligence to capture a wide range of information about facility assets and provide detailed reports, and a history that includes being the first FAA-approved UAV for nighttime commercial use, SkyBEAM™ is one more example of how Tremco Roofing's innovations can help OMNIA members.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

QUALIFICATIONS AND EXPERIENCE

GENERAL CONTRACTING

With decades of experience delivering professional construction and construction management services to building owners throughout the United States, WTI understands the complex issues faced by facility managers today. Aged infrastructures, budget and time constraints, rising energy costs and rapidly evolving sustainable solutions combine to challenge high performance building goals. Only a professional construction firm with deep technical expertise and broad project management experience can deliver the breadth of services needed by building owners today.

WE OFFER OUR CUSTOMERS A COMPLETE LINE OF HIGH-PERFORMANCE ENVELOPE SOLUTIONS

- Fluid applied
- Coatings
- Built-Up
- Modified Bitumen
- Metal
- Single Ply
- Vegetated
- Photovoltaic
- Exterior Sealants
- Exterior Wall Solutions for Brick, Block, Concrete, EIFS

WTI specializes in integrated repair, restoration and retrofit services designed to help our customers improve building performance while reducing life-cycle costs. As a subsidiary of Tremco Incorporated, WTI general contracting capabilities have grown over the years from expert roof management programs to whole building solutions.

Integrated Building Repair and Restoration Services

Because buildings are complex systems, WTI's approach to facility repairs and renovation is based upon a thorough understanding of the relationship between building components. Changing one component may have repercussions throughout the building. That's why we take a holistic approach to building restoration and start with a thorough understanding of the owner's long-term goals for the building.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

QUALIFICATIONS AND EXPERIENCE

The Key to Time-Saving, Quality, and Cost-Effective Roofing Projects

Maintaining the quality and control of your building envelope projects can be challenging, if not impossible, in the face of your daily responsibilities. Construction Management Services from WTI takes managing roofing projects off your plate, and puts experts in charge of the intensive, time-consuming, daily demands of administration, budgeting, scheduling, quality control and on-site supervision.

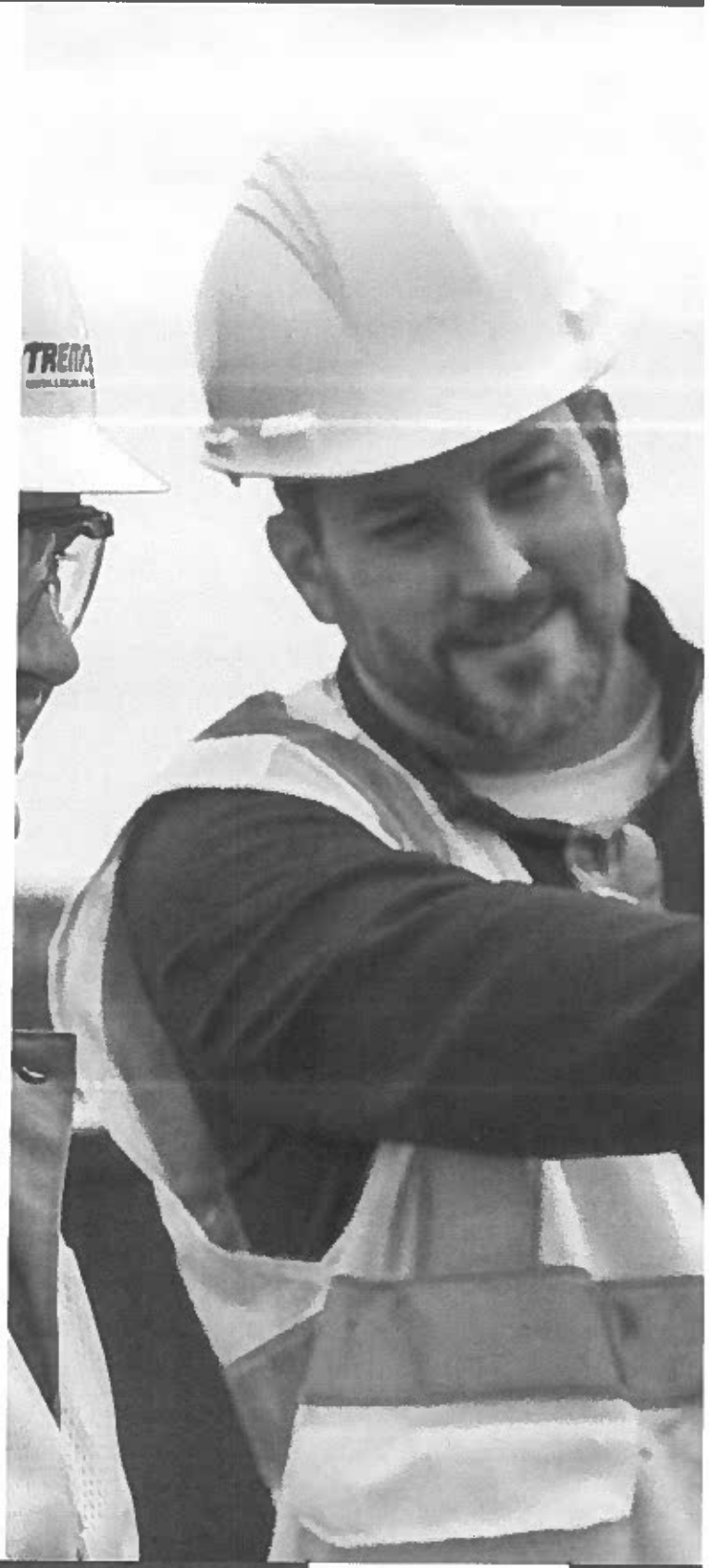
When it comes to safeguarding your building envelope investment, relying on warranties is not enough. The best protection is a properly managed project, helping building repairs to last longer and effectively lower costs per square foot per year over their extended life.

Areas of Expertise

- Roof repair, restoration, and replacement
- Facade repair and restoration
- Sustainable technologies & renewable energy solutions
- Whole building retrofits
- HVAC system upgrades
- Parking structure repair and restoration
- Asphalt paving, repair and replacement
- Interior renovation
- Facility asset management programs
- Air barrier solutions

WTI and Tremco have demonstrated their commitment to building envelope excellence by helping thousands of customers in numerous industries, maximizing their investment in their building envelope, and providing peace of mind that their building assets are performing at peak efficiency.

Our products and services have a strong reputation in the marketplace. In fact, they have been used by clients nationwide for nearly 100 years.



DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

QUALIFICATIONS AND EXPERIENCE

MY T.E.A.M.

Cost Controlled Building Life-cycle Management Maximize building durability, property value and aesthetics.

My T.E.A.M. is a flexible data-driven program designed to prioritize owner needs while cost effectively managing all aspects of building ownership.Tremco's TEAM approach will diminish building owner and facility manager risk by helping to prioritize critical repairs, reduce or eliminate accidents and surprises, while staying on schedule and controlling costs.

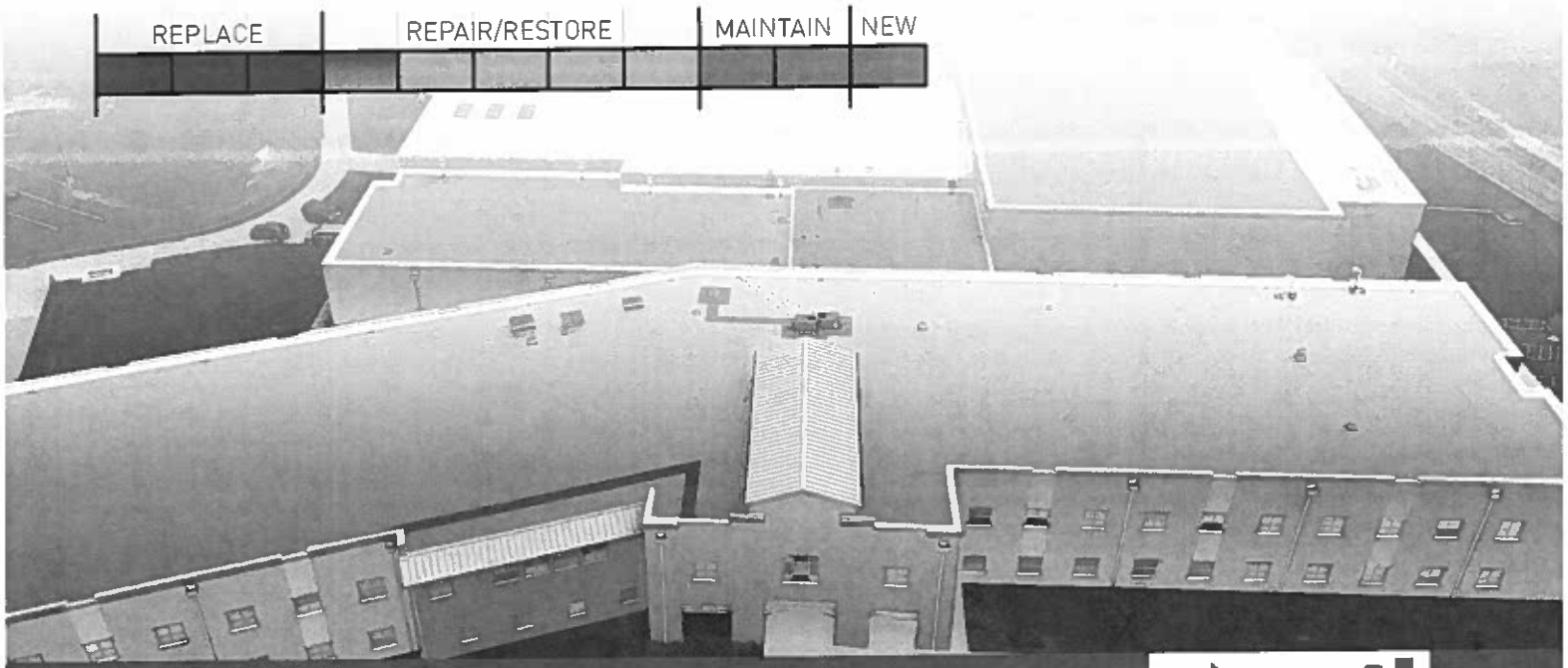
25% Labor savings vs. traditional methods

15% Savings on engineering services

28% Savings on materials

A Team Approach to Assets Management

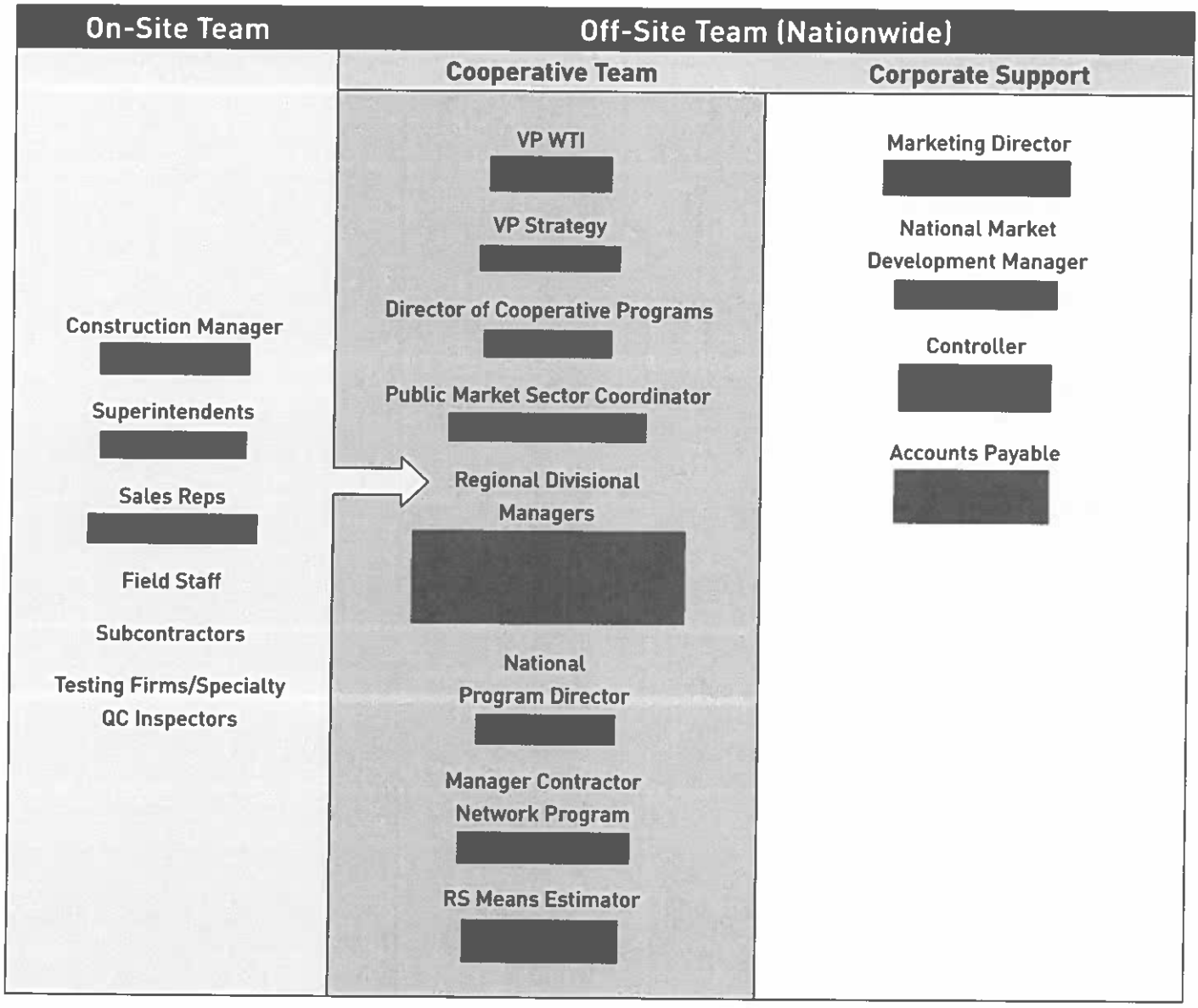
Visual Assessment of Building Enclosure
3rd party Engineering Assessment
Consultant Network
Database of Enclosure Metrics (know what you have)
MyOLI Current Status (Green, Amber, and Red)
Thermocore® roof moisture analysis*
Trace® (Tremco Roof Analysis Core Evaluation)*
ACT® (Asbestos Core Testing)*
Multi-year budget planning
Sustainability Metrics*
Industry Best Practices sharing
GC/CM services and contract management capabilities
Procurement Contracts
Material Sourcing (performance, testing, availability)
Approved Contractor Network
System Warranties (with extension options)
TremCare Ongoing Maintenance Services
Pure AIR® Indoor Air Quality Testing and Equipment
Enclosure Testing and Energy Consulting
*as needed



DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

iv. Describe the experience and qualification of key employees

With more than 60 years of experience, WTI is licensed in virtually every state in the nation to perform as a general contractor as well as provide roofing and building envelope services. The organization chart for the Roofing Products, Services and Job-Order-Contracting (JOC) Services contract below identifies the key positions responsible for contract implementation, marketing, and performing job orders. This organizational structure has performed for Region 4 ESC for more than 19 years and over 11 cooperative contracts, demonstrating our ability to meet the needs of public agencies nationwide.



Copies of resumes for key team members are available to OMNIA members upon request.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

v. Describe Offeror's experience working with the government sector.

WTI and Tremco has an extensive and long history working with the government sector at every level: local, state, and federal. WTI and Tremco support our government sector customers with the construction industry's most comprehensive offering of roofing solutions and services, and building envelope expertise, to help keep facilities sound and watertight long into the future.

We have helped thousands of government sector customers achieve their building asset goals, many of them through our long association with OMNIA Partners.

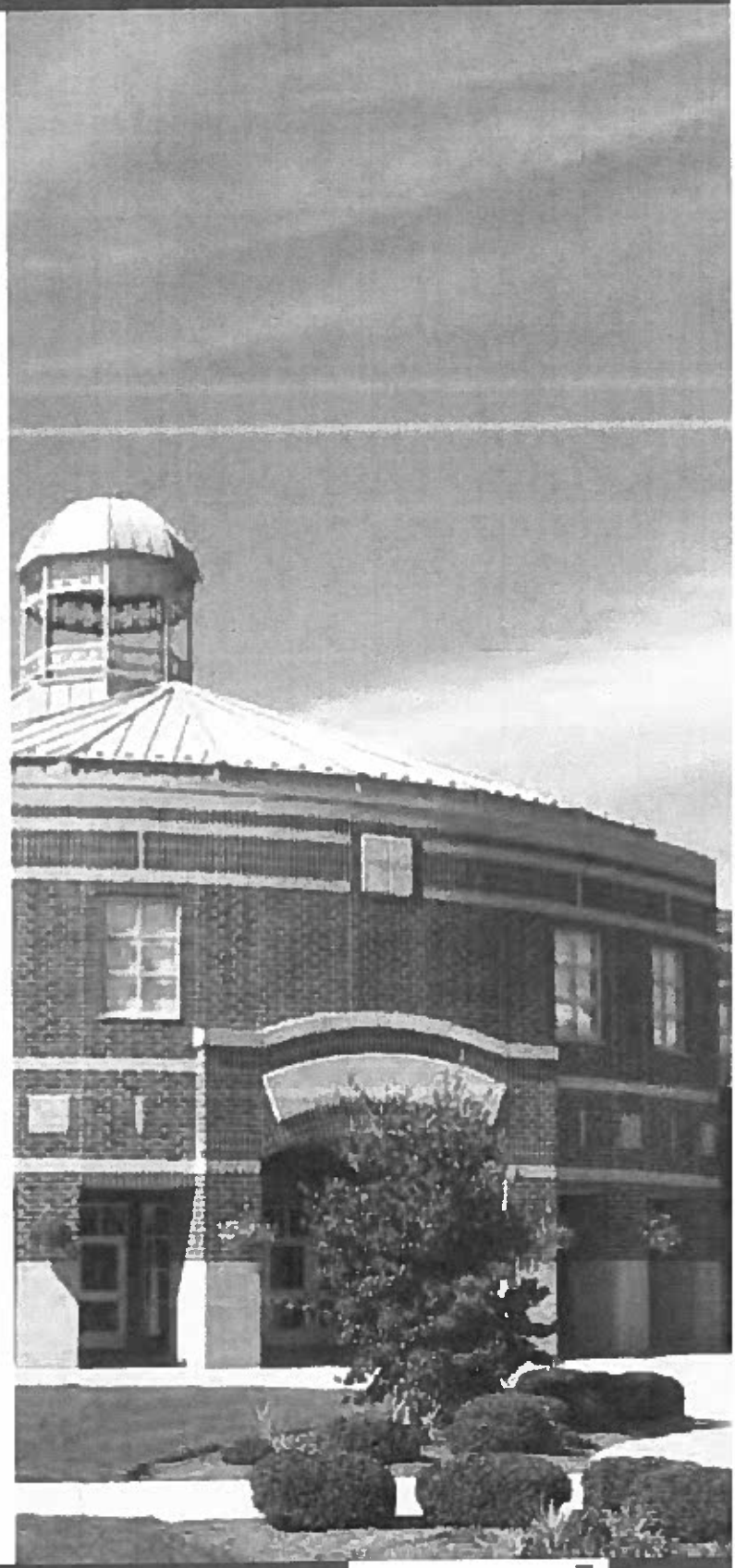
WTI and Tremco has successfully teamed with Region 4 ESC and OMNIA to offer a cooperative contract that meets the diverse needs of public agency facility management, construction managers, maintenance staff and procurement officials.

We recognize that identifying the problem and defining the technical solution for government sector entities only solves part of the problem. WTI understands that government sector customers need to procure products and services as quickly and economically as possible, without sacrificing quality, performance, or transparency. WTI's proven history in the public sector demonstrates our ability to service this important market.

Types of Government Sector Customer

- K-12 Schools
- Higher Education
- State Vocational Schools
- State Agencies
- Cities/Municipalities
- Counties
- Housing Authorities
- Airports
- Water Districts
- Hospitals

We have worked with public agencies across the country for decades and understand their operational needs and budget challenges. And because their goals are our goals, we continually advance our own capabilities to offer a suite of solutions as customizable as they are turnkey.



DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

vi. **Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.**

Weatherproofing Technologies, Inc. (WTI) is a nationwide provider of roofing, building envelope and other construction services. In this role, WTI is sometimes involved in litigation matters, but no pending or anticipated litigation is any way material from a financial standpoint either as to potential liability or requested remedies. No pending litigation, nor any that we anticipate at this time, will in any way interfere with our ability to complete service public agencies in accordance with OMNIA contractual requirements. In further response, over the last five years, WTI has no litigation resulting in a judgment against the company.

vii. **References: Provide a minimum of 5 public agency customer references relating to the products and services within this RFP. Two (2) of these customer references should be for projects delivered through the job order contracting (JOC) delivery method. All references should be for services within the past three (3) years. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.**

References are available to OMNIA members upon request.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

viii. Subcontracting Plan and/or Explanation of Applicable Affiliate Relationships -Offeror shall submit a subcontracting plan with their submittal. This plan will explain the subcontracting procedures providing assurances that the subcontractors meet the same high standards as the contractor. This will include a subcontractor's log, subcontractor qualification form, felony conviction notice and child and sex offender notice. This plan will also address how the Offeror will implement this safety plan with subcontractors (may reference the Offeror's safety plan). The subcontractors will be held to the same standards as the Awarded Offeror.

A distinct portion of the subcontracting plan must deal with attracting, utilizing and mentoring small and disadvantaged businesses including how your company will attract these firms. Describe how your company will institute a prompt payment plan upon completion and acceptance of their work and how your company will make progress payments to subcontractors on long term job orders.

The Offeror shall submit a plan detailing the relationship with any applicable affiliates that may do work under this contract. This submittal should include, but is not limited to, work history, credentials, PO processes, and process to maintain upstanding workmanship and service.

WTI and Tremco's Small and Minority Business alliances are designed to meet both roofing and weatherproofing needs as well as socio-economic goals. With a network of 8(a), Service Disabled Veteran-Owned, HUBZone and other roofing and general construction contractors, we provide a full range of services to our customers that meet not only "Best Value" requirements but also mandates regarding disadvantaged and underutilized small businesses.

Drawing on decades of extensive experience providing turnkey roofing, building envelope and facility management solutions to customers in government, education, healthcare and many other industries, we work to enhance business opportunities in those sectors for small and minority businesses. Whenever possible, the small and minority businesses we work with are based near project sites in order to minimize mobilization and demobilization costs. We also leverage our partners' knowledge of local working conditions, regulatory requirements and the availability of local suppliers. The program allows us to share our extensive experience and technical expertise with each small/minority business contractor, thereby ensuring the same quality workmanship that all Tremco Roofing contractors deliver.

WTI and Tremco has the unique ability to integrate quality assurance plans within each contract in order to measure the quantity, quality and timeliness of all products and services delivered. Most importantly, our combined capabilities provide a full array of services to meet the diverse needs of our government and public sector customers.

With 90+ years of experience supporting small business subcontractors, we consistently select subcontractors capable of executing the work to ensure every customer's satisfaction. Regarding this need to exceed our customer's expectations, we monitor the subcontractor's schedule on multiple job orders to eliminate risk of overloading. This initiative allows us to firmly manage subcontractors while maintaining costs and schedule. Tremco's success with women-owned, minority-owned and small business enterprises derives from treating subcontractors fairly and ensuring timely payment for services rendered.

WTI and Tremco clearly demonstrate an unwavering commitment to our entire current and fast-growing list of future subcontractors and small business partners. More specifically, the opportunities presented with this contract would help us grow our strategic small business partner alliances. WTI and Tremco are committed to making a good faith effort to ensure project management and judicious treatment of subcontractors. As such, we will make every attempt—both formally and informally—to establish and maintain an ongoing dialogue with these key contributors. Our intent is to build

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

strong working relationships, which are invaluable when a particular project requires a special, accelerated time frame or an extraordinary level of teamwork to meet a performance objective.

Tremco's criteria for selection of subcontractors is based on standards established by the NRCA. NRCA suggests that the contractor be a professional roofing contractor which meets or exceeds certain qualifications. Tremco has developed a Certified Contractor Program to exceed NRCA-suggested requirements as outlined below.

NRCA Requirement	Tremco Requirement
A Permanent Place of Business	[redacted]
Knowledge of Roofing Systems	
Insured and Committed to Safety	
Licensed and Bonded	
Financial Stability	
Application Expertise	
Warranty	
Completed Projects	
Provisions for On-Site Supervision	
Professional Maintenance Program	

Tremco has two levels for subcontractor certification—Approved and Certified.

Approved	Certified
[redacted]	

After being qualified as an Approved or Certified subcontractor, at a minimum, final subcontractor selection for a specific project will be based on a best value evaluation considering the following areas:

- Past performance/experience in work scope
- Availability of manpower and resources to meet project schedule
- Schedule commitment on existing projects
- Location of subcontractor in relation to project site
- Rapid response/emergency response capabilities
- Current DUNS and CAGE numbers
- Ability to provide appropriate insurance and bonding

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

Our subcontracting plans are created on a project by project basis, however, all of our subcontracting plans include the above-referenced information at a minimum to ensure that our customers receive both quality and safety-related essential standards at the forefront of every project. Surveillance and Performance: WTI mandates that work performed by subcontractors is held to the same standards as self-performed tasks. Subcontractor work is monitored for progress, quality and safety. WTI's Superintendent manages subcontractor progress for adherence to the subcontract agreement and the QC Plan. In this role, the Superintendent is monitoring each subcontractor's workload and resources against the upcoming schedule of work they are contracted to perform. The Superintendent also coordinates with the Construction Manager so that the delivery order is being constructed according to subcontract agreements and delivery-order specifications. The Superintendent conducts Weekly Status Meetings with each subcontractor's Project Manager or Foreman to review schedule, quality, safety, cleanliness, on-site professionalism, critical issues and communication. Our commitment to quick and accurate subcontractor payments benefits the subcontractors and participating agencies with improved timeliness and quality.

Scheduling

Once the Construction Manager and Superintendent determine the tasks that will be self-performed and subcontracted, they identify fast-track and long-lead items before putting the subcontracted tasks out to bid. Our bidding process includes a schedule for each scope of work that is discussed with bidders so that any scheduling conflicts are identified during the selection process. Through our subcontractor-selection process, we select quality subcontractors capable of meeting the scheduling requirements of the delivery orders. WTI then develops a preliminary schedule and timelines based on information received from subcontractors during the bidding phase. The subcontractor's final performance period and schedule are included in a signed subcontract agreement.

Subcontractors Log

WTI requires completion of a Subcontractor Log as part of each delivery order. The Superintendent will maintain and update the Subcontractor Log onsite during performance of field activities to reflect the firms involved and the tasks they perform.

Subcontractor Qualification Form

WTI tasks the Construction Manager with overseeing the subcontractor-selection process. Working in conjunction with the Superintendent, the Construction Manager will utilize a best-value selection approach. Based on the scope of work for individual delivery orders, subcontractors are notified of upcoming bids. In addition to requesting cost/price proposals, the Construction Manager evaluates technical expertise and reliability including the specific items below.

- Past performance/experience in work scope
- Past performance/experience for Omnia
- Availability of manpower and resources to meet delivery-order schedule
- Schedule commitment on existing delivery orders
- Location of subcontractor in relation to delivery-order site
- Rapid-response/emergency-response capabilities
- Ability to provide appropriate insurance and bonding

Felony Conviction Notice and Child and Sex Offender Notice

Subcontractors selected to perform on individual delivery orders will be required to complete and submit a Felony Conviction Notice and Child and Sex Offender Notice for personnel. These forms will be submitted to Omnia and/or participating agencies as required by the contract.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

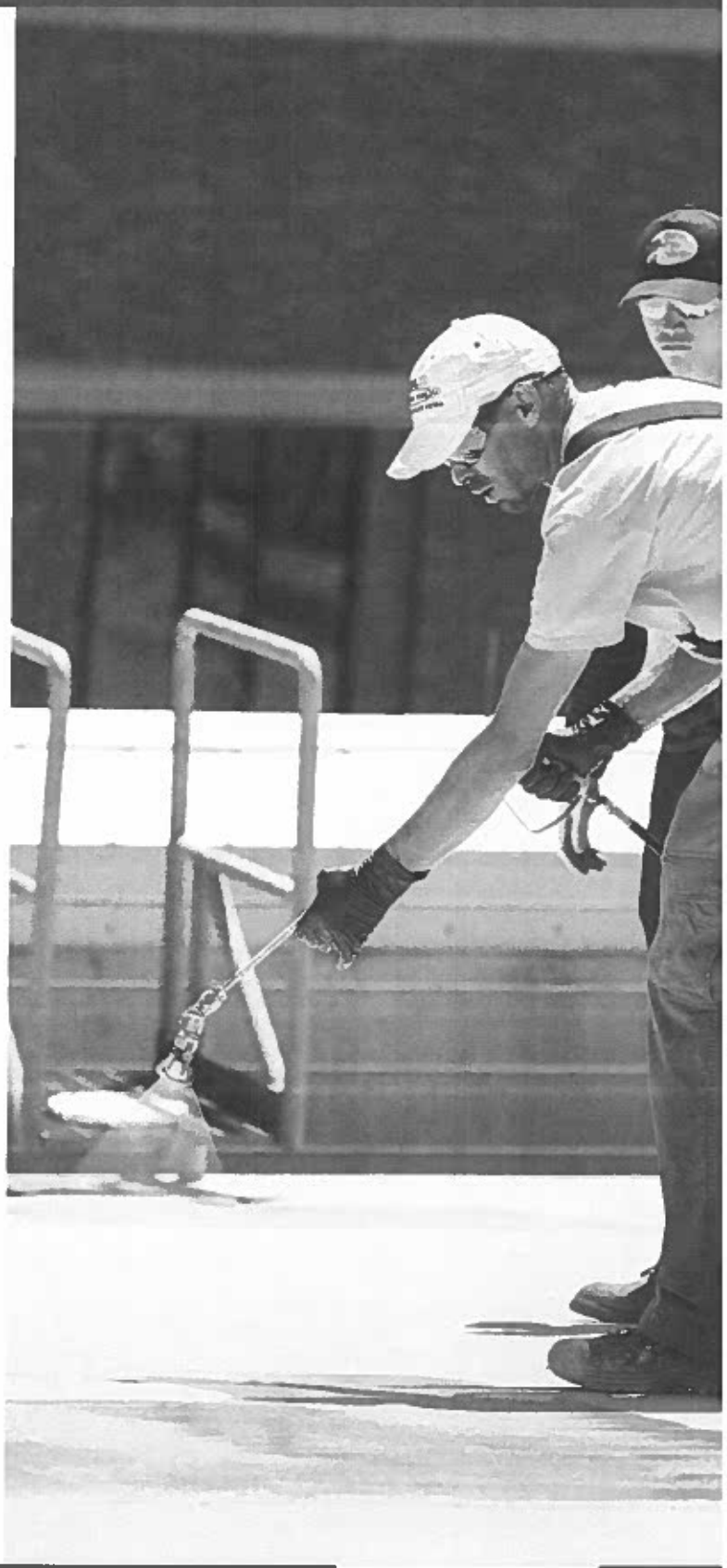
Subcontractor Payments

WTI will make progress payments to subcontractors based upon applications for payment submitted by the subcontractors. Subcontractors are required to submit monthly requisitions for payment for work completed during the preceding month unless the billings requirements of the participating agency contract documents specify otherwise, and those requirements supersede these provisions. WTI will issue progress payments on properly submitted requisitions relating to work performed in accordance with the contract documents o a net 30 basis from receipt unless different terms are expressly provided in the contract documents. The amount of each progress payment to the subcontractor will be equal to the following:

- The percentage of completion for the work of the subcontractor on a monthly basis and in accordance with the contract
- Plus, the amount allowed for materials (if any)
- Less the aggregate of previous payments to the subcontractor, and less 10% or specified retainage

Retainage will be held until the DO has received the final inspection and has been accepted by the participating agency. We will not be required to pay subcontractors more than received for our work.

Final payment, constituting the entire unpaid balance of the contract sum, will be made to subcontractors when the work has been completed to the satisfaction of WTI, Region 4 ESC, Omnia members and public agencies.



DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

ix. Provide any additional information relevant to this section.

COOPERATIVE CONTRACT DELIVERY METHOD

In addition to the traditional services we have outlined in this proposal, we are excited to continue to offer the proven Contractor Network delivery model, which is highly desired by participating agencies. The Contractor Network allows participating agencies to capitalize on a network of highly qualified, local, best in-class and pre-qualified contractors to perform Roofing and Job Order Contracting (JOC) services. JOC projects will be limited to roofing, building envelope,

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

WTI's parent company, Tremco, provides both technical and administrative support throughout the project as well as assumes the responsibilities outlined below.

LOCAL/REGIONAL CONTRACTOR SUPPORT

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

QUALIFICATIONS AND EXPERIENCE

Each company in the Contractor Network included in the Value Add has applied, met the programs stipulated criteria, been fully vetted, and previously accepted into the program by Region 4 Education Service Center. Each has met the following pre-established selection criteria and meets and exceeds standards established by the NRCA. In addition, In-Network Contractors must also meet the additional requirements to become accepted and remain part of the Network.

NRCA Requirements	Additional Network Contractor Requirements
• A Permanent Place of Business • Knowledge of Roofing Systems • Insured and Committed to Safety • Licensed and Bonded • Financial Stability • Application Expertise • Past performance • Provisions for On-Site Supervision • Professional Maintenance Programs	[redacted]

[redacted]

Adding New Contractors to the Contractor Network

[redacted]

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

[redacted]

Contractor Network Resources

The National Cooperative Contractor Network roster lists the individual pre-qualified and In-Network contractors that are independently owned and part of this RFP response. This roster was previously accepted into the program by Region 4 Education Service Center under OMNIA Contract #R180903 and will be updated in accordance with the process of adding contractors outlined above.

CONTRACTOR NETWORK METHOD OF DELIVERY PROCESS

[redacted]

Contractor Network Roster as of June 2023

Our complete copy of our contractor network list is available to OMNIA members upon request.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

CONTRACTOR NETWORK PRICING

[redacted]

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

TAB 5

ADDITIONAL REQUIRED DOCUMENTS (APPENDIX C)

ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC'S OPEN RECORDS POLICY (APP. C DOC #1)

INCLUDES ANSWERS TO SECTION 2.d

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE

OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

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

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

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

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

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

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

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

6/14/2023
Date

JK Milliken/ss President
Authorized Signature & Title

Appendix C, Doc #2

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

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

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

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

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

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

Company Weatherproofing Technologies Inc.

Address 3735 Green Rd.
Beachwood, OH 44122

Phone 800-852-6013

Fax N/A

Contact

JK Milliken/ss
Signature

JK Milliken
Printed Name

President
Position with Company

Official Authorizing Proposal

Signature

Printed Name

Position with Company

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

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

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

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

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

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

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

As a wholly owned subsidiary of a publicly traded business entity Weatherproofing Technologies Inc. is exempt from this form.

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

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

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

I, J.K. Milliken, President, as an authorized representative of

Weatherproofing Technologies Inc., a contractor engaged by

Insert Name of Company

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

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

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

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

JK Milliken/ss

Signature of Named Authorized Company Representative

6/14/2023

Date

Appendix C, DOC #5

FELONY CONVICTION NOTIFICATION

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

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

This Notice is Not Required of a Publicly-Held Corporation

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

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

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

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

1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;

2. Any sex offense;

3. Any crimes against persons involving:

   a. Controlled substances; or

   b. Property; or

4. Any other offense Region 4 ESC, or Participating Public Agency where the Texas Education Code may be applicable, believes might compromise the safety of students, employees or property.

I, J.K. Milliken, President, as an authorized representative of Weatherproofing Technologies Inc., the Offeror verify that:

A. My company **is not** owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: JK Milliken/ss Date: 6/14/2023

B. My company **is owned** or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

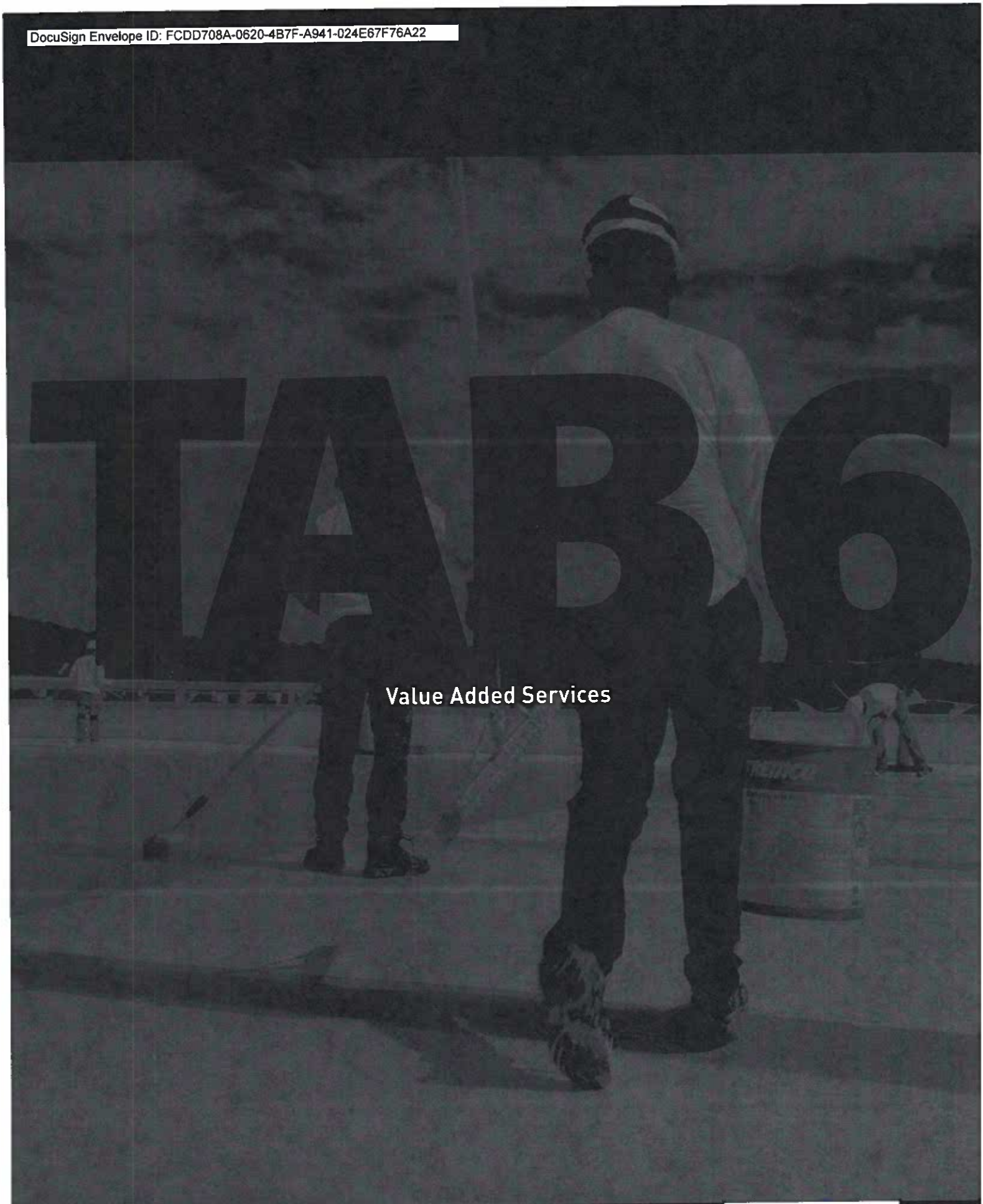
Details of Conviction(s) : _____

Date: _____

C. My company is a **publicly held** corporate, therefore, this reporting requirement is not applicable.

Signature of Company Official: _____ Date: _____

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22



TAB 6

Value Added Services

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

3. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

Acknowledged

4. Past Performance: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

WTI has a long and successful working history with OMNIA Partners and it's members. I

5. Additional Investigations: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

Acknowledged

VALUE ADDED SERVICES

Our subcontracting plans are created on a project by project basis, however, all of our subcontracting plans include the above-referenced information at a minimum to ensure that our customers receive both quality and safety-related essential standards at the forefront of every project.

COOPERATIVE CONTRACT DELIVERY METHOD

In addition to the traditional services we have outlined in this proposal, we are excited to continue to offer the proven Contractor Network delivery model, which is highly desired by participating agencies. The Contractor Network allows participating agencies to capitalize on a network of highly qualified, local, best in-class and pre-qualified contractors to perform Roofing and Job Order Contracting (JOC) services. JOC projects will be limited to roofing, building envelope, restoration, and related services. Within this delivery model, WTI's parent company, Tremco, provides Program Administration to support the Contractor Network Program. This delivery model provides an opportunity to work with a growing number of public agencies that desire to work with their preferred, local, best in-class contractors, in collaboration with WTI and its parent company Tremco. This delivery model is significant in that it satisfies OMNIA's desire for a national contract for roofing products and services and JOC services while providing OMNIA's Members a valuable delivery model to utilize the OMNIA contract.

The Contractor Network allows participating agencies direct access to local, pre-qualified, best-in-class contractors. In this delivery model, Tremco provides Program Administration of the process and provides performance based and warranted technical solutions. The Contractor Network Delivery Model, like other models proposed, provides outstanding roofing performance, which is backed by warranties and maintenance agreements to provide participating agencies comprehensive roofing and building envelope asset management. Further, the Contractor Network Delivery Model will engage the design community due to its transparency and the fact that the services can be competitively proposed locally. This value-added offering along with our general contracting and material only offerings, allows OMNIA participating agencies to select the delivery model option that best suits their needs and requirements.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

Key Benefits of The National Cooperative Contractor Network Delivery Model to OMNIA Partners

[redacted]

WTI's parent company, Tremco, provides both technical and administrative support throughout the project as well as assumes the responsibilities outlined below.

[redacted]

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

LOCAL/REGIONAL CONTRACTOR SUPPORT

[redacted]

NRCA Requirements	Additional Network Contractor Requirements
• A Permanent Place of Business • Knowledge of Roofing Systems • Insured and Committed to Safety • Licensed and Bonded • Financial Stability • Application Expertise • Past performance • Provisions for On-Site Supervision • Professional Maintenance Programs	[redacted]

[redacted]

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

Adding New Contractors to the Contractor Network

[redacted]

Contractor Network Resources

[redacted]

CONTRACTOR NETWORK METHOD OF DELIVERY PROCESS

[redacted]

Contractor Network Roster as of June 2023

A complete copy of our contractor network list is available to OMNIA members upon request.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

CONTRACTOR NETWORK PRICING

[redacted]

Warranties

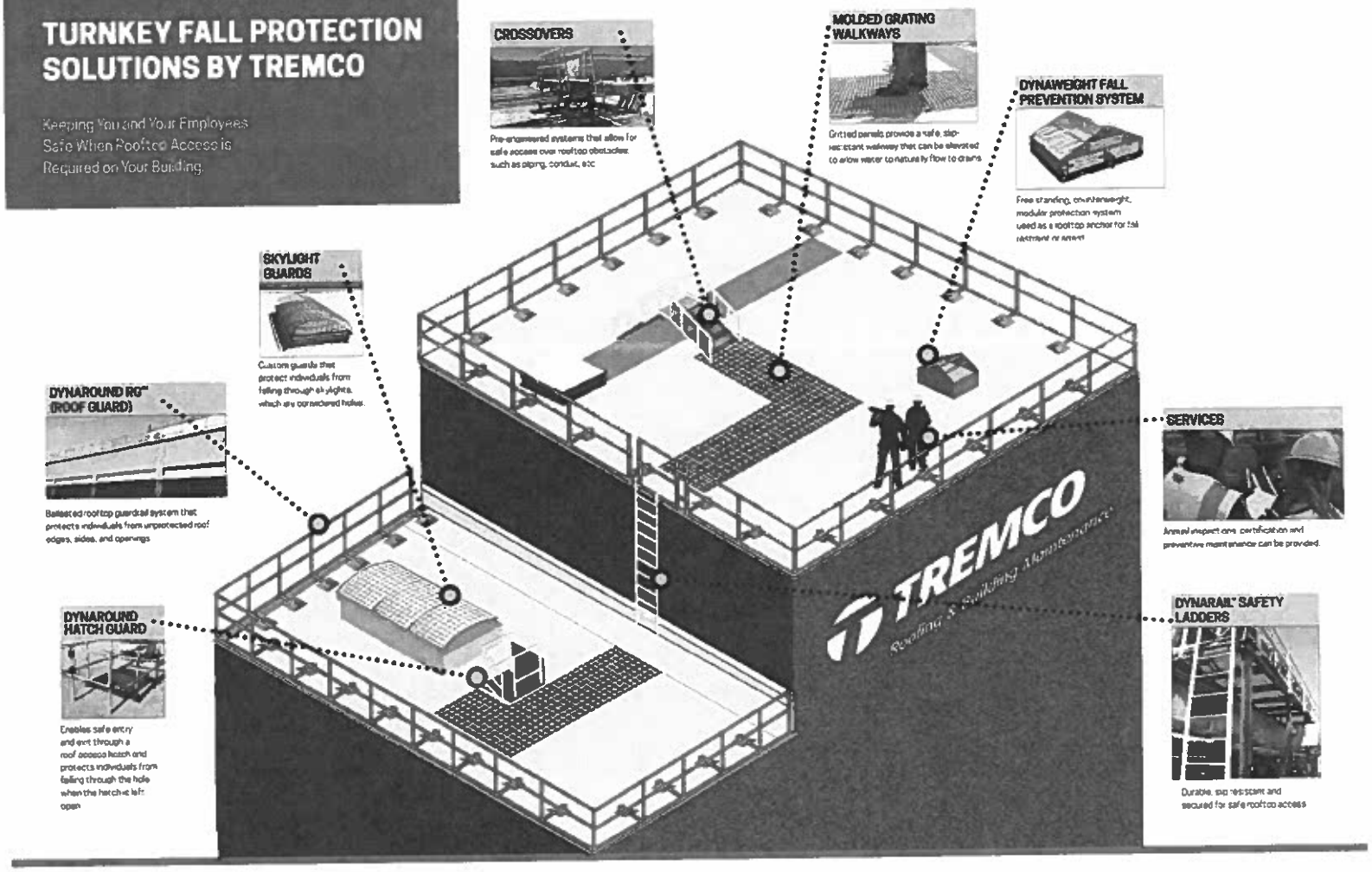
Sample warranties are available to OMNIA members upon request

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

VALUE ADD
FALL PROTECTION SOLUTIONS

TURNKEY FALL PROTECTION SOLUTIONS BY TREMCO

Keeping You and Your Employees Safe When Rooftop Access is Required on Your Building.



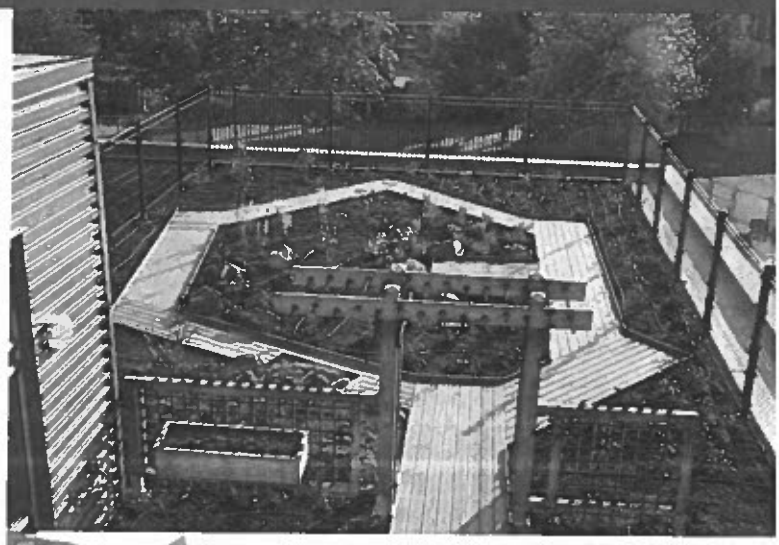
At WTI and Tremco safety is the cornerstone of our business—leading with safety every day. Our robust safety culture and practices, as well as our industry-leading safety products and services offering, are designed to make your roof as safe as possible.

Our commitment to safety stems from our passion to protect a company's most valuable assets, its employees. We're all aware that building envelope services is one of the most dangerous businesses in construction, and serious workplace injuries or death change lives forever—for families, friends, as well as our coworkers.

With our commitment to having the best trained and equipped workforce in the industry, we naturally look to extend this same commitment to helping our customers possess the needed solutions and training to ensure their employees and service vendors are safe when working and accessing their roof.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

VALUE ADD
VEGETATIVE ROOFS



DRIVING LASTING CUSTOMER VALUE AND PROMOTING SUSTAINABILITY

Building a Better World means committing to continuous improvement and investing in safer, greener products and processes that benefit our customers, end users and the environment.

As a global company, RPM is committed to creating lasting value for customers through innovative solutions, while thoughtfully adopting sustainable approaches in the utilization of human and natural resources. Our sustainability journey springs from our core values and comprises a more formal focus on our internal Footprint and an outward look on our Handprint - the impact of our products, services and processes on the environment.

We are particularly proud of the many RPM products, services and processes that drive sustainability by helping customers reduce their environmental impact. As we look to shape the future responsibly, we are integrating Blueprint concepts, rethinking business models, and collaborating with leading edge partners to continually improve our impact.

Transforming the World One Roof at a Time

WTI and Tremco have been partnering with many companies to help them achieve their conservation and sustainability goals through green living roofs. Our goal, to transform the world into a greener place one roof at a time. But green roofs are more than just an environmental benefit. They also provide beautiful and restful places that employees and customers can enjoy to help lower stress levels and provide a better quality of workplace and shopping experience.

In these trying times, that don't seem to be going away, this will become more and more of a factor in hiring quality employees and attracting customers.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

VALUE ADD
CANAM

According to the Department of Energy, more than 10% of all energy use is attributed to the condition of building envelopes. If buildings leak due to faulty original construction, age, or poor envelope construction, unintentional air infiltration can result costing OMNIA members up to 40% more for heating and 15% more for cooling.

The solution is an air barrier audit to identify the leak sources and an air barrier system installation to control air leaks.

Integrated Solutions

Canam Building Envelope Specialists, part of the Tremco Construction Products Group, offers a unique combination of air barrier solutions, from testing through system installation. A leader in building envelope solutions for more than 25 years, Canam provides air barrier audits, retrofit installations and testing.

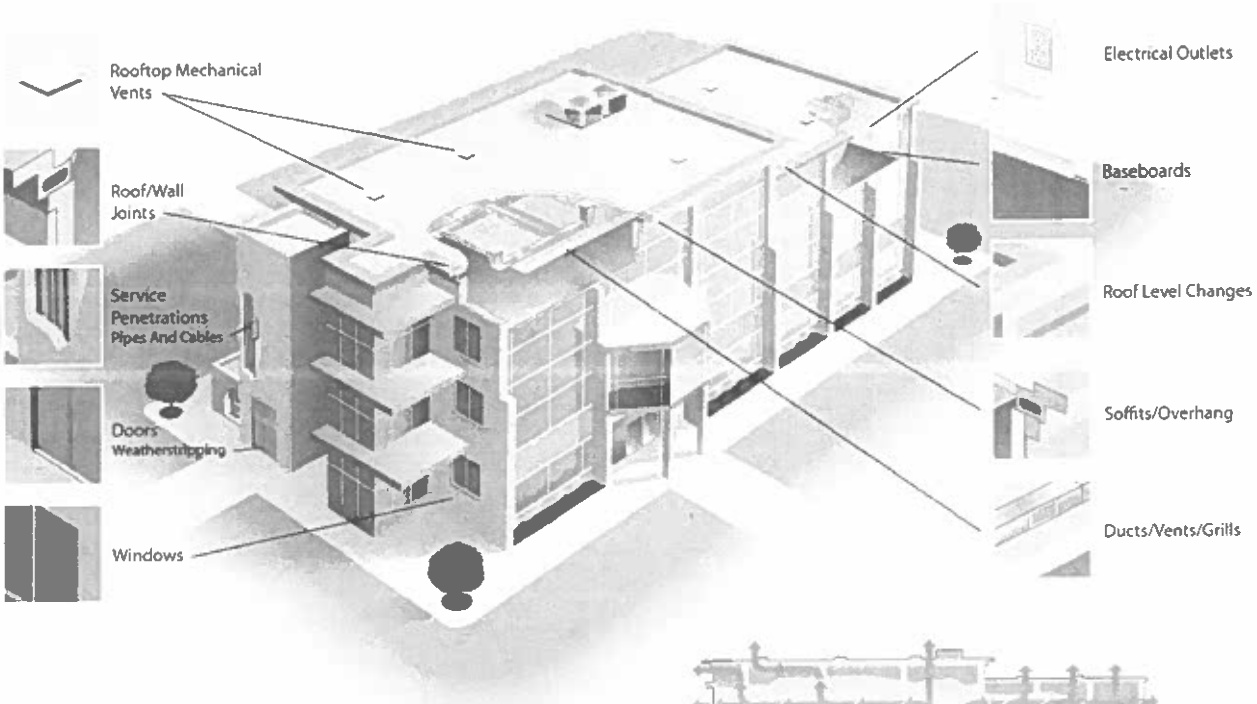
The Leak Effect

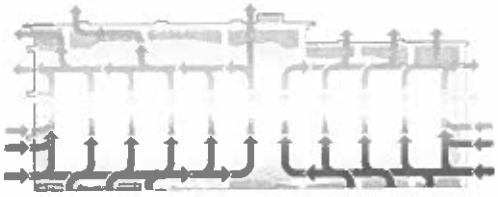
While your building may seem airtight, tiny holes may exist in parts of your building envelope. These openings, coupled with air pressure differentials, result in air leakage and higher utility bills.

Defects in building envelopes can vary dramatically due to building age, the environment, and previous maintenance. Whether it's a crack in the curtain wall or faulty weatherstripping, our experienced technicians deliver customized, proven air barrier solutions.

Reach Your Building Envelope's Full Potential

Air barrier solutions can help OMNIA members find their building's energy efficient potential. Pair energy savings with the likely increase in a building's longevity, and OMNIA members will see why "sealing the envelope" makes such good financial and environmental sense.

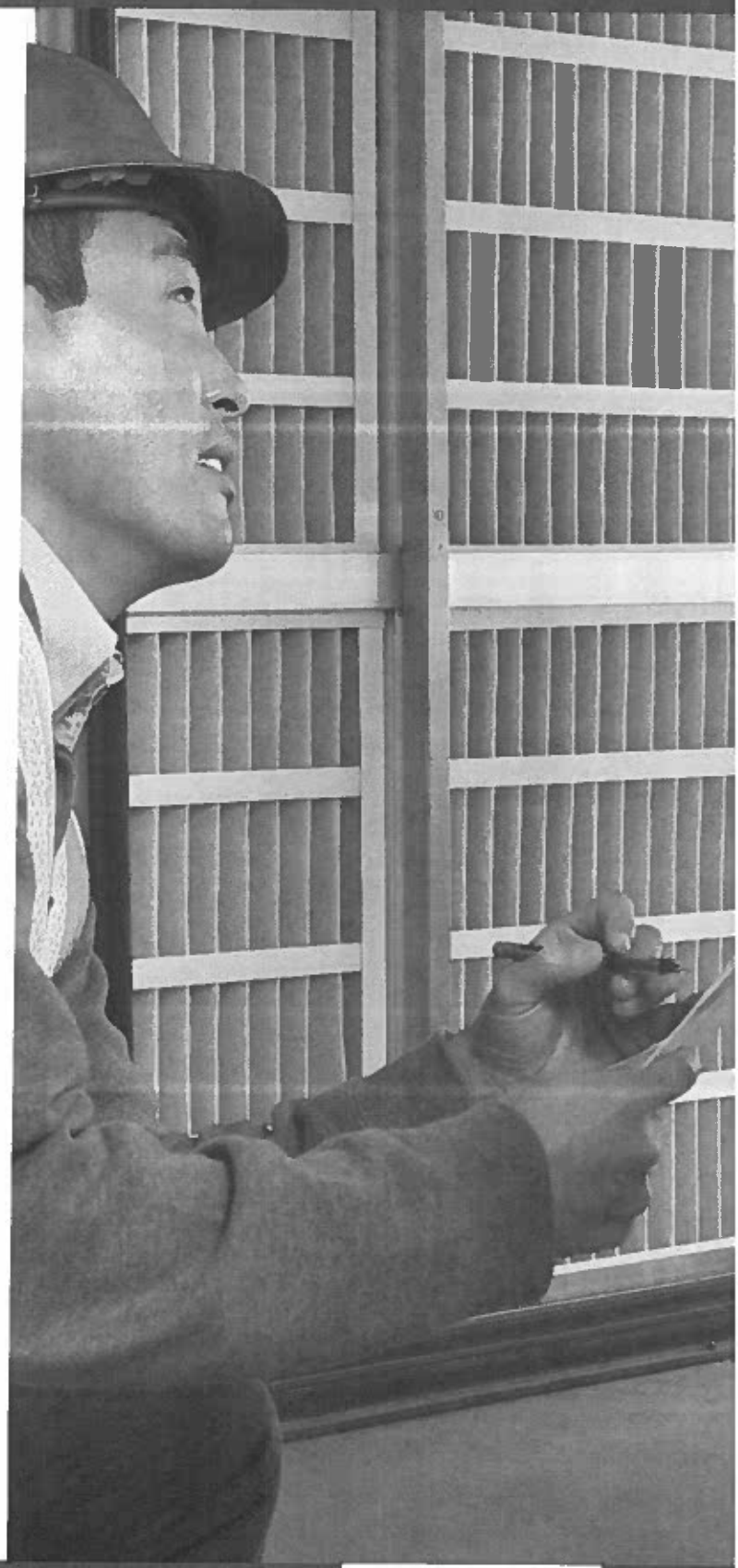




Stack Effect

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

VALUE ADD
WTI/PURE AIR CONTROL SYSTEMS



Indoor Air Quality (IAQ) & HVAC System Testing & Restoration

IAQ has become one of the most important components to help providing a safe and healthy environment for building occupants.

Humans spend 90% of our time indoors and breathe around 3,000 gallons of air a day. Serious pollutants can cause certain allergic reactions, respiratory issues and other long-term health complications. The quality of indoor air is critical for good health.

WTI/Pure Air Controls Systems provides indoor environmental testing & evaluations, microbiological testing & analysis, and HVAC, building, and mold remediation to help improve building health and occupant well-being. From diagnostics to repair and remediation, our team of experts can tell you if your indoor air quality is at risk of being compromised and perform the work to safeguard it from the consequences of unwanted air infiltration.

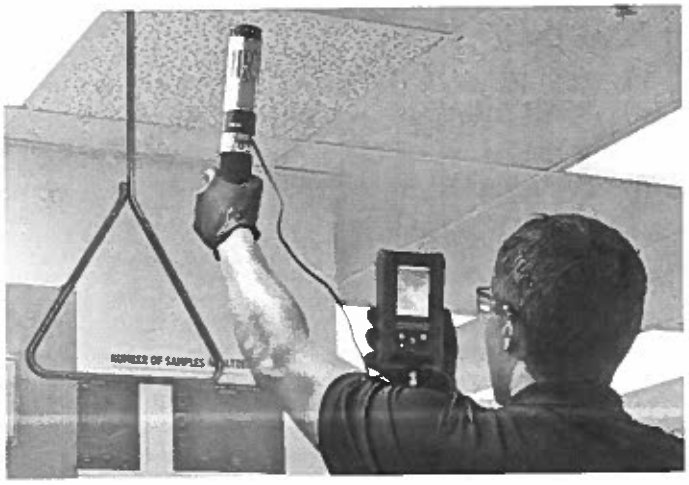
The HVAC system can be viewed as the cardiovascular and respiratory system of a building. The air handler is the heart of the system since this is where outdoor air is drawn in, filtered, conditioned and mixed with return air. This "supply" air is then distributed through a network of ducts to and from areas of the building. Basic components include dampers, fans or blowers, heating and cooling coils, air filters, boilers or furnaces, compressors, and ductwork.

Routine preventive maintenance is the key to avoiding premature wear and tear on components that can lead to costly repair or early replacement. Therefore, it is critical to perform routine cleaning and do minor repairs, extending equipment life and allowing for scheduled major repairs or replacements when it has less impact on disrupting business.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

VALUE ADD
WTI/PURE AIR CONTROL SYSTEMS

We will visually evaluate your HVAC System, paying close attention to the condition of the air handler unit (AHU), evaporator coils, pan, rails, and blower. Our primary interest is to detect signs of allergens. We will also have a look at the ducts for microbial growth, dust, debris or other obstructions.



Our team of building scientists can perform tests for differential pressure across the coil, relative humidity, allergens, microbial growth, Legionella and more. Plus, both air and surface samples can be collected from the HVAC system for analysis. We also offer total air handler and system performance evaluations, including electrical usage, fan RPM, cooling output in BTU, chilled water volume usage in GPM, and smoke detector differential testing.

The laboratory at WTI will provide expert analysis. Your samples are analyzed under the supervision of PhD scientists and matched to our in-house library of over 200,000 samples (one of the largest microbial databases in the U.S.) We will qualify and quantify any allergen content found to determine the impact it might have on your facility.

You will receive a detailed yet easy to understand report, complete with photos and even a glossary. The report is photo-documented, and even contains a glossary for reference. It will help us, together, come up with a plan to remedy any issues found. The report can also be used to illustrate the gains made through remediation.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

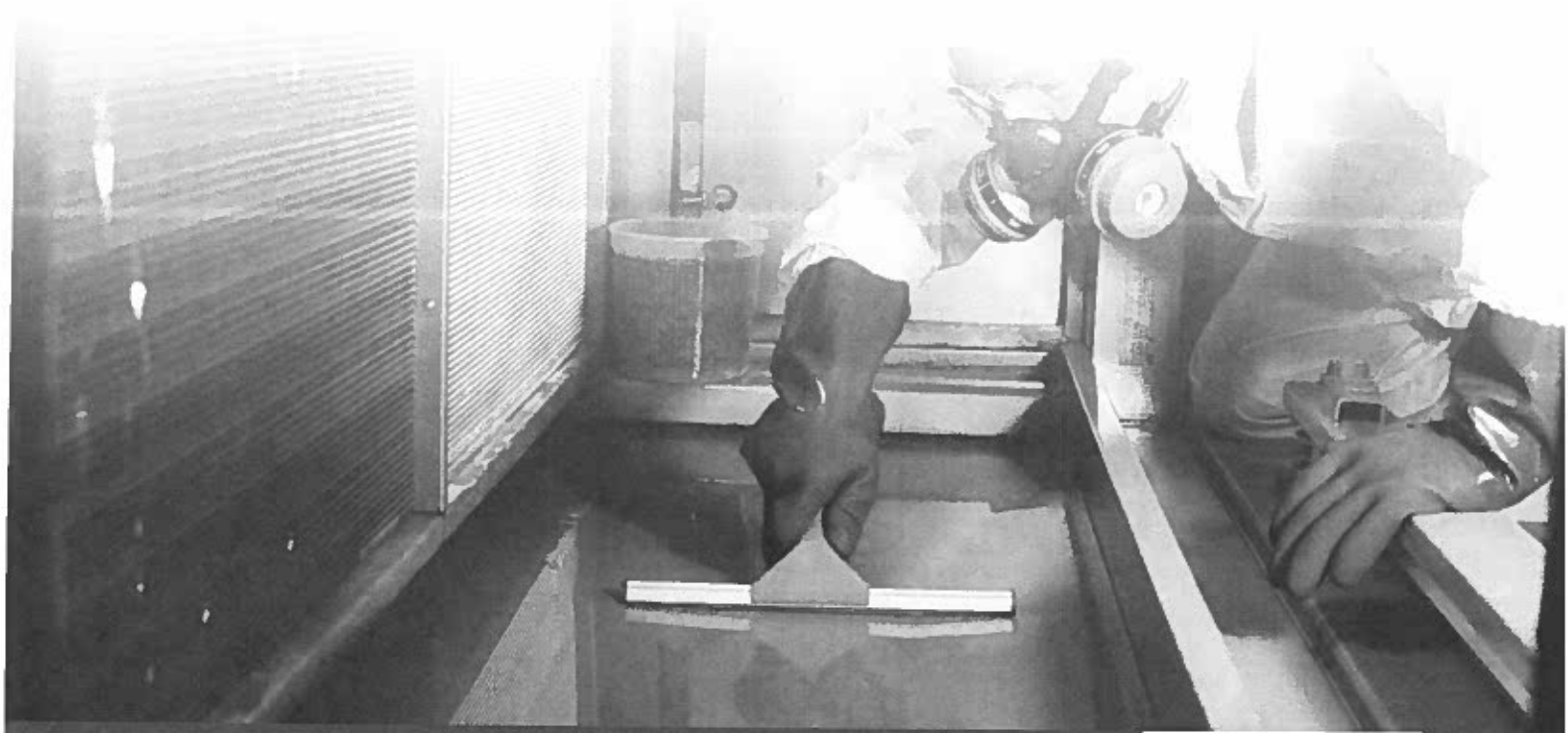
Restore for 1/10th the Cost of Total AHU Replacement

Building owners and operators are often faced with the challenges of aging HVAC equipment. It can be difficult to make the hard choice between an endless stream of maintenance calls or the capital expense of total replacement. This is especially true when there is a large inventory units being managed. Since the basic mechanical design and components of an AHU has remained the same, it can be hygienically restored with HVAC New Life™ instead of a total replacement!

HVAC New Life is an innovative hygienic restoration service that ensures a longer lifespan and optimal performance for aging HVAC system components such as:

- Air Handling Unit Cabinets
- Evaporator Coils
- Blower Motor Assemblies
- Drain Pans
- Structural Rails
- And More!

HVAC New Life combines our powerful PURE-Steam™ HVAC Hygienic cleaning with an exceptional coating and liner process to effectively restore an AHU for many years of continued service.



DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

VALUE ADD
ROOFTEC

RoofTec, utilizing a combination of technologies in a system that truly restores commercial roofs, is a fully integrated surface preparation process that addresses the growing challenges building owners face in complying with local and national regulations on wastewater discharge. And, as part of the Tremco Construction Products Group, RoofTec can combine this industry-exclusive roof cleaning and preparation process with industry leading roof coating systems.

The RoofTec System starts with a patent pending cleaning system. Unlike traditional power washing systems, the Rooftec System uses a low emissions engine-powered system to produce heated high pressure solution. This solution is combined with EcoLogo-certified roof cleaning chemistry and delivered to roof surfaces via a rotary cleaning head that dislodges and suspends soils.

The solution is next recaptured through the rotary cleaning head by 870 cubic feet per minute of vacuum airflow created by the RoofTec Truck-mounted System. The recovered solution is then pumped for proper disposal in the facility's sewer system. This process eliminates the discharge of waste water to storm water systems.

Because its cleaning process is so effective, the RoofTec System cleans up to 70% faster than traditional power washing – that means it takes significantly less water to achieve better cleaning. This time savings also reduces the fuel consumption versus what's required to run traditional power-washing equipment.

RoofTec Systems enclosed rotary head delivers high pressure solution at 2500 RPM while greatly reducing the risk of human error in the cleaning process. Solution is delivered at a continuous, steady rate so that high pressure solution is not stationary. Unlike traditional power washing that can cause damage to roofs, the RoofTec system is safe and non-damaging. Additionally, regular use of the RoofTec cleaning system may help preserve factory warranty requirements for the roofing material.

Dirty roofs cause decreased refraction of light/heat and thus heat is absorbed into roofing materials. This reduces the insulating values engineered into roofing systems. A clean roof is a more energy efficient roof – testing of material temperatures have shown surface temperatures on a clean roof are up to 30°F cooler.

Also, the RoofTec Truck-mounted System utilizes a single power source to economically provide heated water at high pressure and vacuum recovery. Other systems need as many as three engines to accomplish the same results.

Extending the life and performance of a roof is fiscally responsible and environmentally responsible. Every year millions of pounds of roofing materials are dumped in our landfills. Disposal is not only expensive, it is avoidable. RoofTec is True Roof Restoration, a preventive maintenance system which includes a warrantied coating system from industry leader Tremco that can add up to 20 years of warrantied life to a roofing installation. Recoating is not a band-aid for the roof—it is True Roof Restoration.

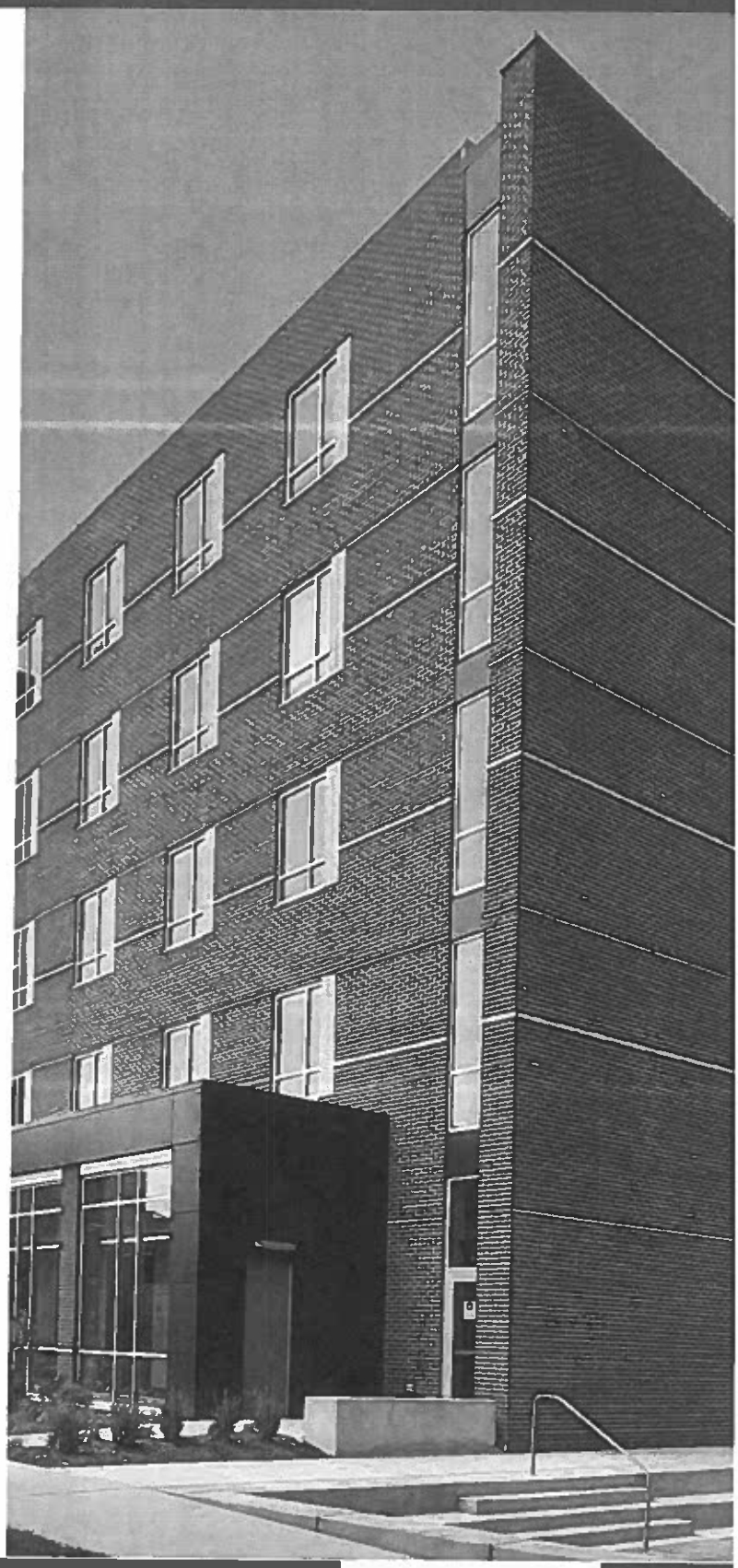
DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

VALUE ADD
NUDURA

Nudura® ICFs are a proven method of providing you a better alternative to traditional building methods

Buildings today demand reliable, energy efficient and eco-friendly walls that provide superior performance to minimize energy costs, reduce carbon emissions and maximize property value. Structures made of Nudura® Insulated Concrete Forms (ICFs) offer superior strength, disaster resilience, sound and fire-resistance and energy efficiency. This is why the design community, developers, builders and contractors across the world continue to choose Nudura's ICFs and insulation products as a proven alternative to traditional building methods.

Nudura® products provide the freedom and versatility to design and build projects the way they are envisioned. Designing and building with Nudura gives you the opportunity to build faster with more design flexibility, while offering an eco-friendly structure with substantial benefits that contribute to long-term energy savings. When choosing Nudura ICFs you can rest assured you have chosen the best building solution available today.



DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

VALUE ADD
NUDURA

High-performance building solutions that fit your business.

We understand the needs and demands that face builders, architects and developers. Our products provide solutions to match the needs of the professionals who install, design and develop projects from residential to commercial. Our Insulated Concrete Forms and insulation systems combine design flexibility, efficiency and performance to create the ultimate building envelope solutions.

Energy-efficient insulation

Confidently meet today's building code requirements while delivering an energy-efficient building with a full line of Nudura® insulation products. Make your projects stand out with a quality insulation solution that performs consistently throughout the seasons without compromising on comfort, performance and efficiency for your clients.

Build an energy-efficient structure with insulation that works. Nudura® offers a full range of Insulated Concrete Form products from our ICF Series which are manufactured with our installer in mind. Industry leading innovations get the walls up faster and easier. Our Integrated Series completes the building envelope, giving you the ability to completely insulate from footing to roof.

Most traditional insulation types can deliver only on R-Value. Nudura® takes R-Value to the next level. The ICFMA (Insulated Concrete Form Manufactures Association) Conducted testing with CLEB Laboratories to show that ICF walls can provide up to 58%* better energy savings. The thermal mass of concrete combined with EPS Insulation makes building perform better compared to traditional products. Learn more about the CLEB report at nudura.com/icf-performance.

Sustainable Designs

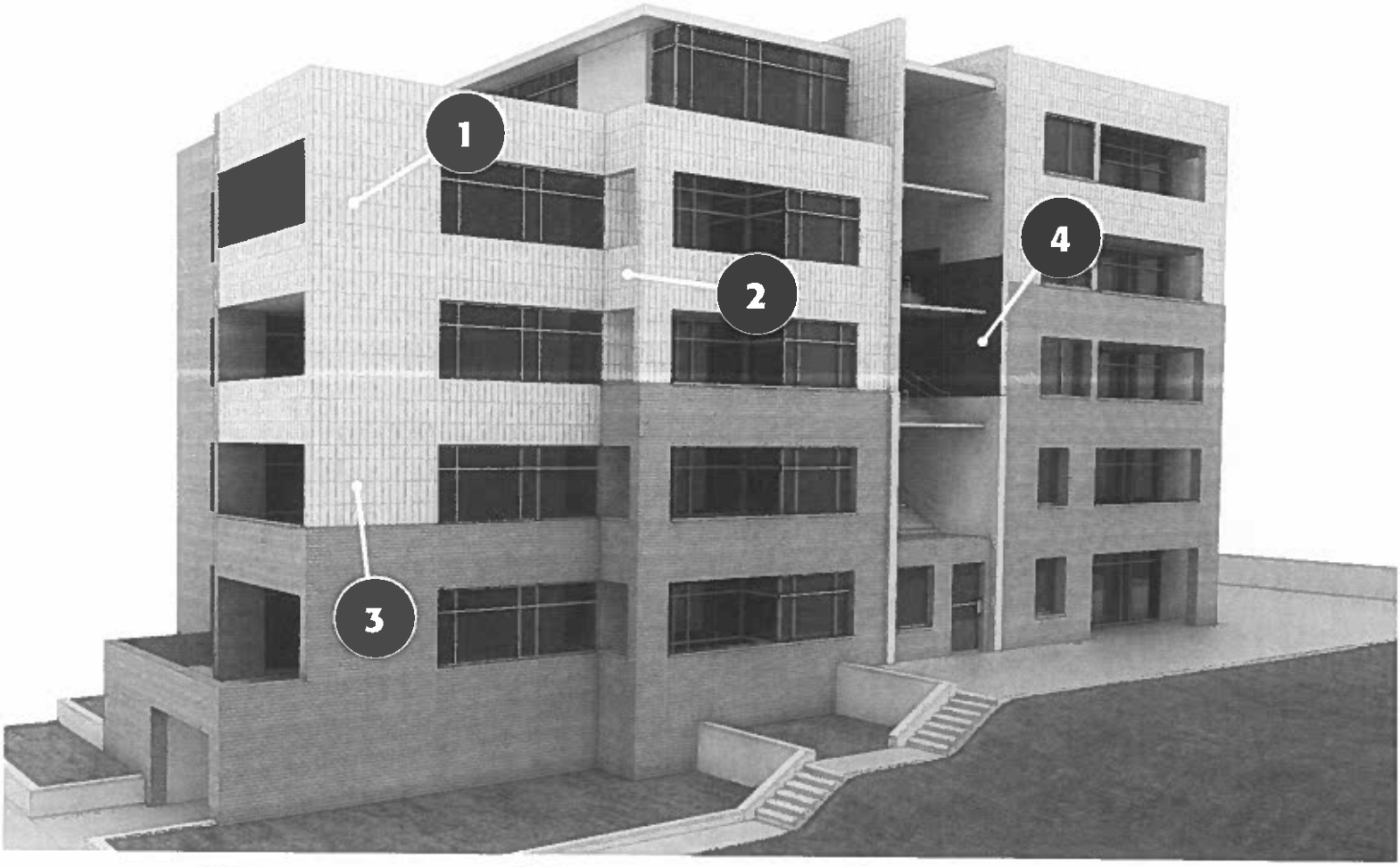
Nudura® helps bring sustainable designs and Insulated Concrete Forms together. Projects specifying Nudura ICFs provide much greater potential for saving valuable environmental resources, reducing energy consumption and CO^2 emissions, two major factors facing today's public agency buildings. From foundations to whole structures, Nudura® has a complete library of solutions for your building design needs.

*As proven by third party testing conducted by CLEB laboratories and the Insulating Concrete Forms Manufactures Association (ICFMA).

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

VALUE ADD

NUDURA—ANATOMY OF A BETTER BUILDING



1

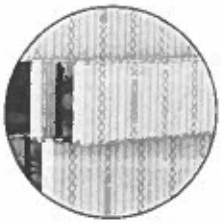
Nudura Standard Form

Nudura Standard Forms are 8' (96") in length, the largest standard block in the industry. Nudura's forms consists of two stay in place panels of Expanded Polystyrene (EPS) connected with our patented innovative hinged folding web.

2

Nudura 90° Form

The 90° form is fully reversible, eliminating the need for different right and left corners. Nudura also offers a 45° form, a radius, a taper top and all of the accessories needed to ensure the envelope of any structure can be built with Nudura.



3

Nudura Optimizer

With the Optimizer form it is easy to optimize the height of any wall. Designed to be used as a height adjuster at the top of the wall, the Optimizer allows the installer the ability to hit 17 different stack heights from 4' (1220 mm) to 12' (3600 mm).

4

Nudura One Series

The One Series is ideal for elevator shafts, stairwells and other areas that require non-combustible material.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

VALUE ADD
DRYVIT—NEWBRICK

Dryvit, part of Tremco Construction Products Group, is the manufacturer of Outsulation® systems, a high performance cladding system for commercial and residential construction, which utilizes exterior continuous insulation (CI). It is available in a number of system configurations to meet any climate or building condition and numerous durable textures and colors to complete any architect's vision. More than 1 in every 11 commercial buildings in the United States features Dryvit products on the exterior.

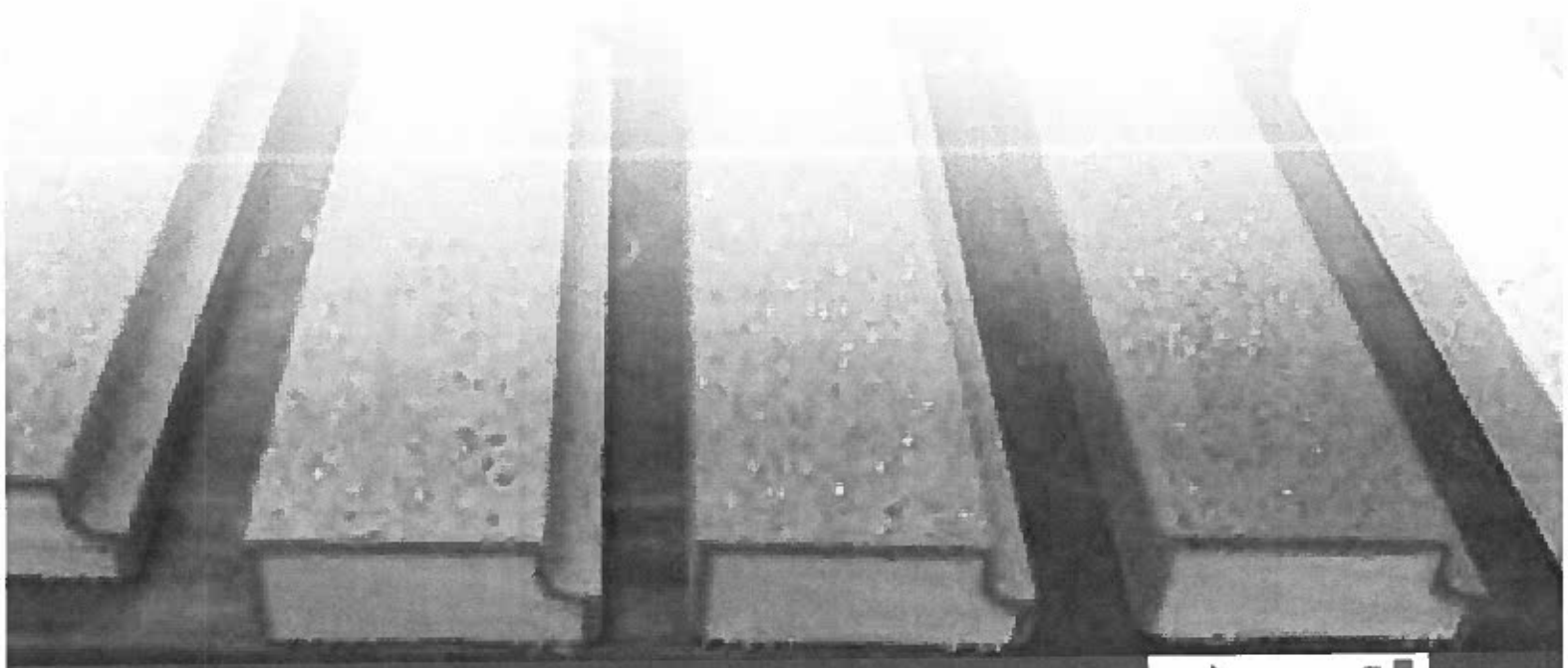
Dryvit has led the EIFS industry for more than four decades because of its commitment to research and development. Dryvit consistently introduces new products and systems that keep it on the leading edge of the building industry. That spirit of innovation, coupled with a rigid adherence to the highest standards in manufacturing quality and consistency, has made the Dryvit brand the unquestioned leader in the EIFS industry.

Dryvit remains the only EIFS manufacturer to have all of its five North America production facilities ISO 9001:2015 and ISO 14001:2015 certified – the Gold standard for worldwide product consistency, quality and environmental stewardship. The proven energy efficiency and green characteristics of the Dryvit Outsulation® system make it ideal in buildings where the owner and architect are seeking LEED certification for the building.

There are three costs to consider when building today: the initial construction costs, the on-going operational costs, and the increasingly important environmental costs. By all three critical measures, Dryvit Outsulation systems represent the optimal cladding solution.

A lightweight insulated brick that matches the size, appearance and texture of clay, NewBrick® from Dryvit® is a higher-performing alternative to traditional clay brick veneers. More durable than traditional brick, NewBrick offers a superior cladding solution that reduces overall wall cost and accelerates the dry-in process.

NewBrick's light weight, strength, customizability, and ease of use make it a particularly appealing way to integrate the beauty and durability of brick into your next project. NewBrick's flexibility and energy efficiency are perfect for a wide range of applications.



DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

VALUE ADD
DRYVIT—NEWBRICK

A SUPERIOR WALL, FROM FOUNDATION TO FINISH

Air. Water. Vapor. Thermal.

As part of the total wall system, NewBrick can include all 4 barriers when used over a Dryvit® Outsulation® system under a complete single-source warranty.

Look past the per-thousand rate—NewBrick's advantages in labor and freight costs, job duration, tool/equipment requirements and critical path can mean over 25% savings in the true total installed cost.

A Whole Wall System

As part of the whole wall system, NewBrick can include all 4 barriers when used with a Dryvit Outsulation system with a single source install and whole wall warranty.

Faster Shell Dry-In

A quicker whole wall installation means earlier shell dry-in for your building, so interior work can begin up to ten weeks ahead of schedule.

Impact Resistant

NewBrick stands up to every-day impacts—passing a Gardner Impact test at 48 in/lb with barely a mark while traditional brick broke in half.

Eliminates Supports

By eliminating the cost—and labor—for anchors, bearing shelf angles, brick ties, mortar nets and AWRB penetrations, NewBrick's whole wall savings average $15-$17 / ft^2.

Lightweight

At a fraction the weight, NewBrick cuts freight costs significantly—and is easier to handle on site, eliminating the daily need for a telehandler and additional labor to move brick on the scaffold.

Safer Jobsites

NewBrick reduces exertion and the potential for injury to laborers, and also helps minimize jobsite mishaps and material waste.

Versatile Design Capability For Any Project

NewBrick is available in 16 standard colors. Custom colors and blends are available to tailor your project's specifications. Available in four standard blends, four textures, and three effects. Or, create your own custom blend to bring your vision to life.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

VALUE ADD

DRYVIT—OUTSULATION, SUSTAINABLE SOLUSTIONS

Outsulation systems have been evaluated by the National Institute for Standards and Technology (NIST) and have less environmental impact than other common claddings. They can also contribute toward achieving LEED credits, depending upon project design and location.

Outsulation systems are more cost-effective throughout their lifecycle because the manufacturing process requires less energy than other common claddings, and the lightweight composition reduces fuel costs associated with transport. After application, Outsulation systems continue to keep heating and cooling costs low for the life of the building. Visit dryvit.com for more information.

Outsulation

- Intended for use in commercial construction or over masonry
- Insulation adhered directly to substrate
- Designed as a barrier system

Outsulation Plus MD System

- Qualifies for all construction types
- Incorporates a liquid applied, air and water resistive barrier
- Vertical adhesive beads facilitate moisture drainage
- Corrugated strip or track is incorporated at the wall base
- Passive drainage

Outsulation MD System

- Qualifies for all construction types
- Incorporates a liquid applied, air and water resistive barrier
- Grooved insulation board facilitates moisture drainage
- Vent track and vent assembly are incorporated at the base of the wall
- Engineered drainage

Outsulation HDCI™

- Provides a 20-year warranty on puncture resistance
- Incorporates a liquid-applied, air-and water-resistive barrier
- Corrugated strip or track is incorporated at the wall base
- Qualifies for commercial construction
- Provides a 20-year warranty on puncture resistance
- Passive drainage

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

VALUE ADD

DRYVIT—OUTSULATION, SUSTAINABLE SOLUSTIONS

Outsulation X™ System

- Features DOW® XNERGY™ Extruded Polystyrene (XPS) insulation board
- Incorporates a liquid-applied, air- and water-resistive barrier
- Vertical adhesive beads facilitate moisture drainage
- Drainage strip is incorporated at the base of the wall
- Qualifies for commercial construction
- Supplemental fasteners required
- Passive drainage

Outsulation LCMD System

- Qualifies for all construction types
- Mechanically fastened over sheet type water-resistive barriers (by others)
- Corrugated strip or track incorporated at the wall base
- Multiple drainage and attachment options available

Outsulation PE System

- Qualifies for all construction types
- Incorporates a liquid applied, air and water resistive barrier
- Closure blocks are configured to "compartmentalize" the wall for pressure equalization
- Vent track and vent assembly are incorporated at the base of the wall
- Engineered moisture drainage and pressure equalization

Outsulation RMD System

- Intended for residential, wood framed (one and two family) construction
- Can incorporate a liquid applied air- and water-resistive barrier or sheet membrane and drainage mat
- Drainage strips or track incorporated at the base of the wall
- Multiple drainage and attachment options available

Outsulation RMD System

- Outsulation MD Securock ExoAir 430
- Outsulation Plus MD Securock ExoAir 430
- Outsulation HDCI Securock ExoAir 430
- Outsulation PE Securock ExoAir 430
- Outsulation X Securock ExoAir 430

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

VALUE ADD
DRYVIT—OUTSULATION

HOW IT WORKS

Outsulation systems typically consist of the following components, as determined by code and performance requirements.

DRYVIT/TREMCO APPROVED WATER-RESISTIVE BARRIER

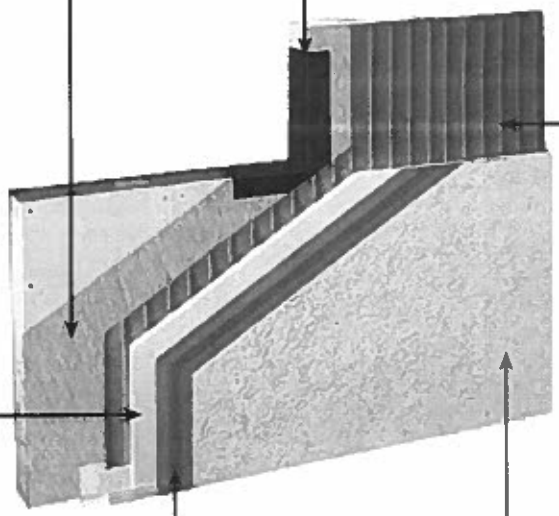
Seamlessly protects sheathing or substrate from incidental moisture and eliminates air infiltration

- Liquid-applied
- Continuous or monolithic
- Includes Backstop NTX®, Backstop NTX-VB, Securock® ExoAir® 430, ExoAir® 230

CONTINUOUS INSULATION

Absorbs expected building movement and enhances energy efficiency

- Eliminates thermal bridging in framed construction
- Meets CI requirements for all zones per ASHRAE 90.1-2010
- Available in both EPS (expanded polystyrene)and XPS (extruded polystyrene)
- Available in various thicknesses and can fully meet wall insulation requirements



BASE COAT AND REINFORCING MESH

Combine to provide the primary weather barrier and impact resistance

- Mesh embedded in base coat
- Various weights of mesh available, depending on impact resistance required

DRYVIT/TREMCO APPROVED FLASHING SYSTEM:

Seamlessly protects openings in the building envelope from moisture

- Includes AquaFlash® or Dymonic® 100

ADHESIVE / DRAINAGE MEDIUM

Vertical notches allow drainage of incidental moisture

- Adheres insulation board to the Air-and Water-Resistive Barrier\

FINISH COAT

Blend of 100 percent acrylic copolymers, natural aggregates and UV resistant pigments

- Easy to maintain
- Available in many textures and limitless color options
- Offer multiple aesthetic options
- Options for increased hydrophobicity, flexibility and mildew and fade resistance

SYSTEM OPTIONS

All Outsulation systems include adhesive, continuous insulation (CI), fiberglass mesh embedded in base coat, and finish, which are installed sequentially by a trained professional contractor as specified by the design team, and as required by code. Some Outsulation systems protect the underlying wall with an air- and water-resistive barrier under the CI, which maximizes the energy efficiency. Outsulation systems can be installed in either "barrier," "moisture drainage" or "pressure equalized" configurations, and these systems are engineered to perform in all climates and on all types of structures. On certain types of construction (high-rise) and in certain job conditions (cold weather), lift-in-place, prefabricated wall sections may provide certain benefits.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

VALUE ADD

DRYVIT—MODULITE™ PREFABRICATED PANEL SYSTEMS

Whether you're building new or renovating, Modulite prefabricated panel systems offer unique advantages over traditional field-applied construction.

Since 1970, Dryvit has offered systems and technical support for the prefabrication space using all of the Dryvit products. Modulite panelization systems incorporate all the benefits of a Dryvit Outsulation® system—including continuous insulation (CI) and beautiful aesthetic finish options to meet any design need—all fully-tested to meet existing building codes and provide extraordinary energy efficiency. Modulite panelization systems also offer the most experienced and deepest team of partner fabricators in the industry.

Why build with Modulite Prefabricated Panes?

Faster Construction Time

In-plant fabrication can reduce production time, and speed up field application of exterior cladding systems, to reduce construction schedules.

Stronger and More Resilient

Our systems are designed for maximum durability, many with service lives far surpassing that of competing systems.

Cost-Effective for the Long Term

A broad range of products can fit most project budgets — but our energy-efficiency and maintenance solutions can also help you ensure cost-effective ownership and operation for the long term.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

VALUE ADD
DRYVIT—MODULITE™ PREFABRICATED PANEL SYSTEMS

One Point of Contact
Our products and systems are backed by industry-leading warranties — all from a single point of contact. We can also help with everything from asset management to diagnostics to installer training.

Any Look You Want
A wide range of colors and finishes like brick, granite, metals, stucco and more provide maximum flexibility in your façade aesthetic.

Avoid Labor Shortage Problems
Pre-fabricated Dryvit panels can help address ongoing shortages in the skilled labor force—while simultaneously maximizing quality control.

Better Insulated
Industry-leading Outsulation® continuous insulation means efficient construction and operation, and will exceed strict energy codes for insulation.

Leading Edge Sustainability
Our building solutions help you reduce waste, and meet green building standards like Net Zero, Living Building Challenge, Passive House and more.

Fedderlite® / Fedderlite® M

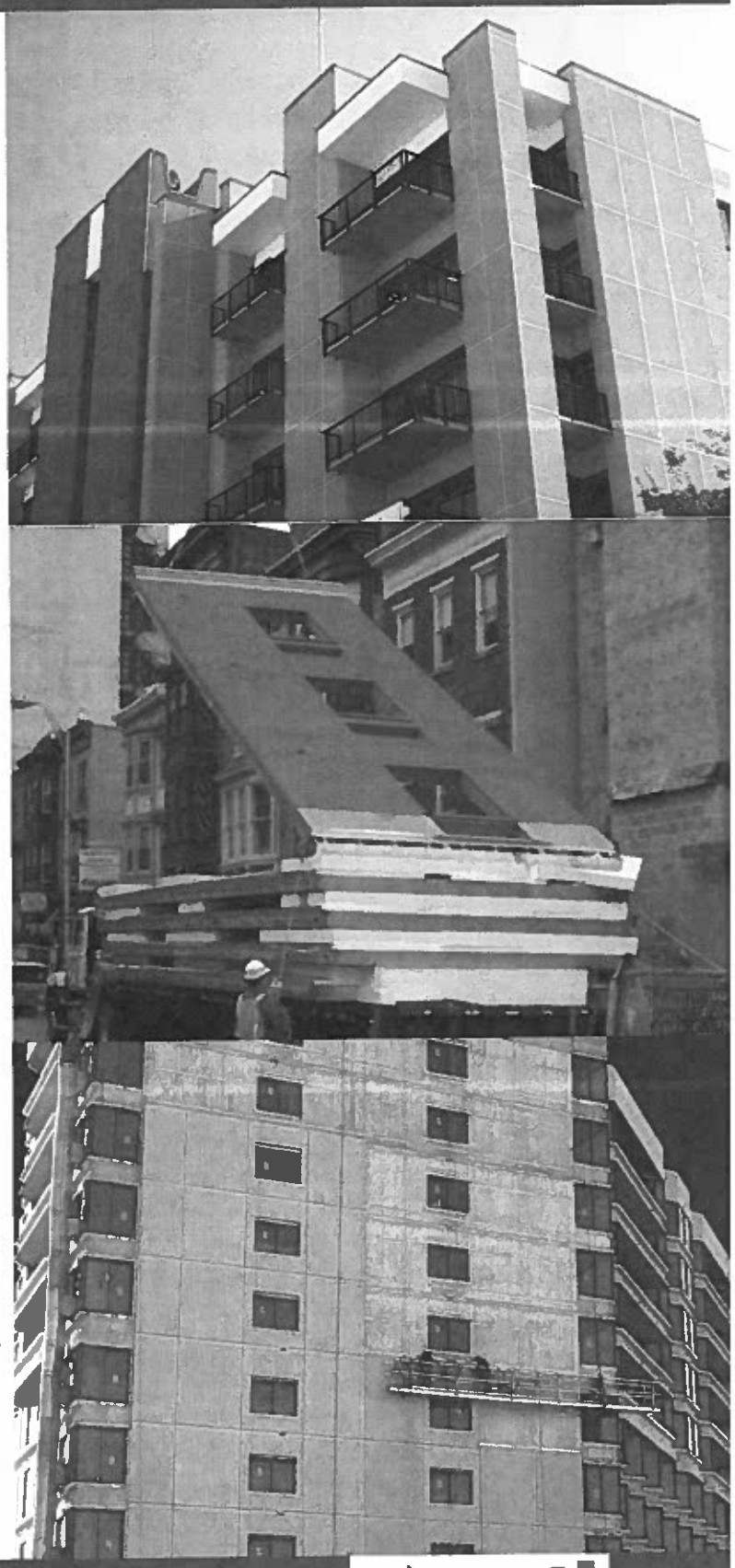
Prefabricated Exterior Wall Insulation and Finish Systems for Use over Solid Substrates

Metalite®

Prefabricated Panelization System Installed over a Proprietary Light-Gauge Metal Pan

Outsulite® / Outsulite® Exoair® 430

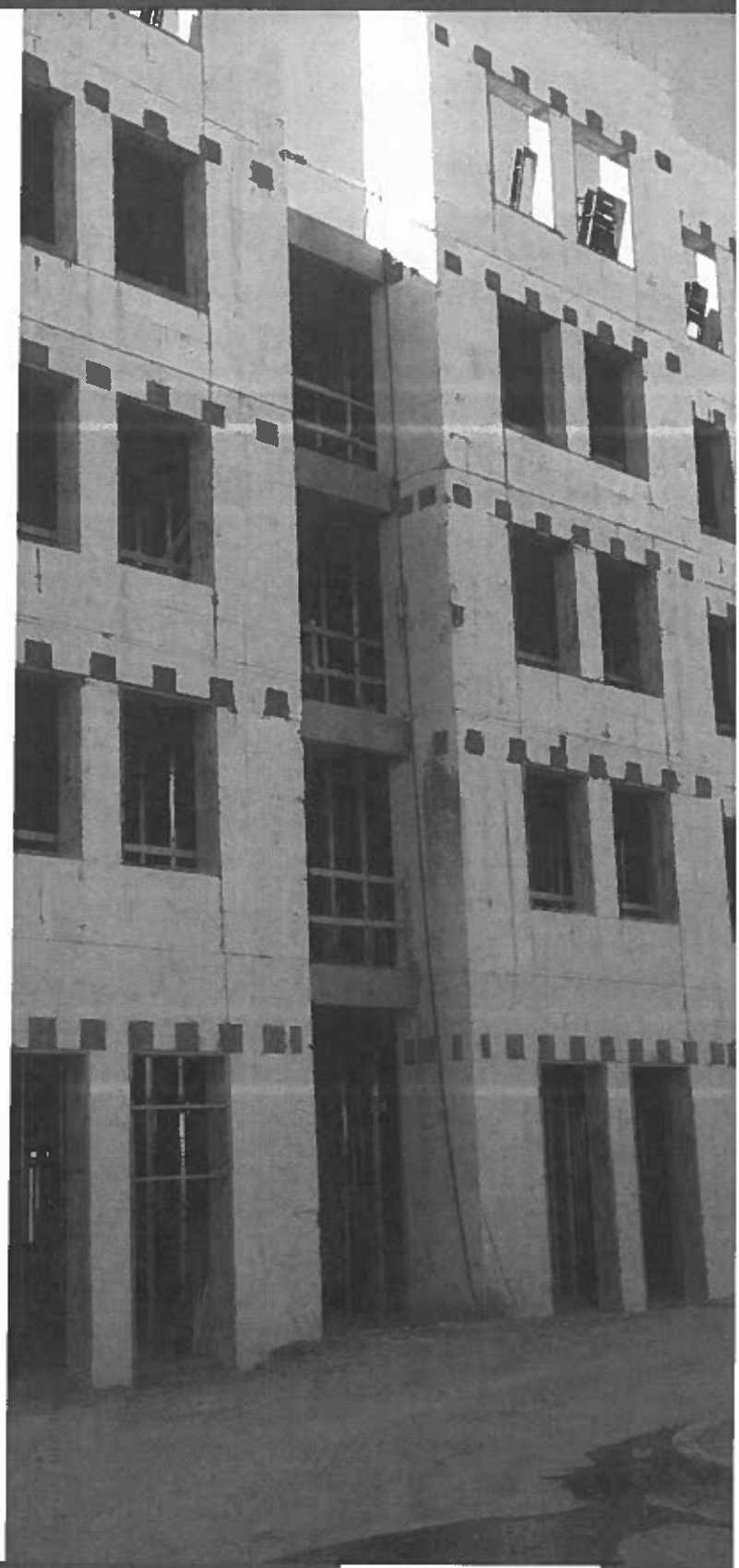
Industry-Leading Panel Systems with Dryvit Outsulation and an Air/Water Resistive Barrier



DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

VALUE ADD

PREBUCK—ENGINEERED FRAMING SYSTEMS



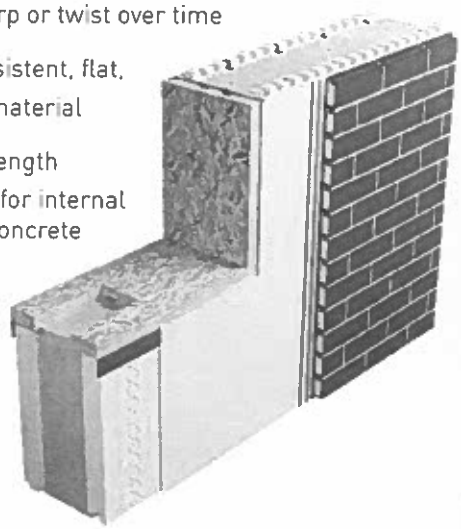
A new era has arrived. A construction revolution: strength and quality combined with speed and efficiency. Prebuck technology now offers the strongest, fastest, and smartest construction solutions available. Save time and money while building superior durability into every project.

Specifically designed for direct contact with concrete and non-corrosive to metals, Prebuck products feature TimberStrand Strandguard (LSL) engineered lumber treated with zinc borate for exceptional resistance to insects and decay. Prebuck products also feature MDI resin, the 100% waterproof bonding agent that turns to a durable plastic when cured.

Combine these quality components with Prebuck's advanced engineering and you're guaranteed the most efficient construction technology available today.

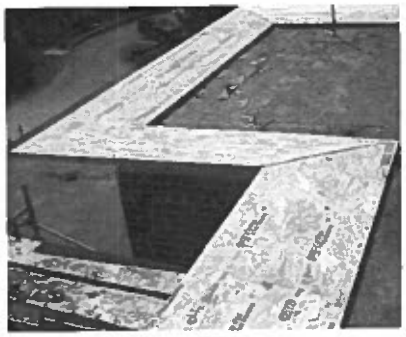
BENEFITS FOR RESIDENTIAL AND COMMERCIAL CONSTRUCTION

- Designed for direct contact with concrete
- Non corrosive to metals
- Resistant to insects and decay
- Will not delaminate, become spongy, or lose fastener holding strength when exposed in typical commercial construction.
- Will not cup, warp or twist over time
- Engineered consistent, flat, stable framing material
- LSL bending strength minimizes need for internal bracing before concrete pour



DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

VALUE ADD
PREBUCK—ENGINEERED FRAMING SYSTEMS



Parapet Cap

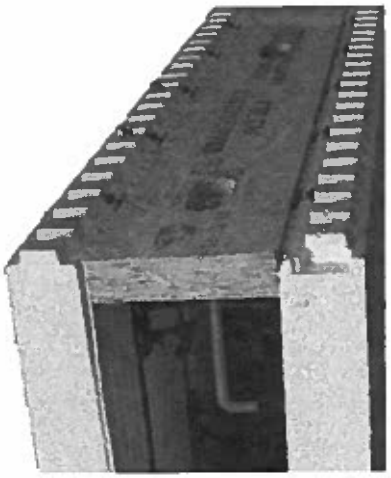
Prebuck engineered solutions for your parapet blocking allow the contractor to leverage the speed and efficiency of custom designed components. On new construction or renovations Prebuck solutions provides sustainable and dependable results to extend the life of your structure.

- Laser straight, will not curl, cup, or warp
- Can be installed by fewer employees saving labor costs
- Colored coded for easy placement
- Counter sunk holes to hide fasteners
- Customizable
- Designed for direct contact with concrete
- Insect and fungus resistant
- Environmentally friendly
- Contributes to LEED points

Window & Door Buck

Offers the contractor, owner and design community an engineered solution for punched openings. Produced with 1-½" (38 mm thick, treated Laminated Strand Lumber (LSL), Gives the rough frame of the opening stable support for glazing and finish components. A cast in place version integrates a dual keyway design to assure a secure interface from concrete to finishes.

- Self aligns on the wall for easy installation
- Will not delaminate, become spongy, or loosen fastener strength
- Colored coded for easy placement
- Will not curl, twist, cup, or warp
- Customizable
- Designed for direct contact with concrete
- Insect and fungus resistant
- Environmentally friendly
- Contributes to LEED points and NAHB Green Building Certified



Wet-Set Sill

Produced with 1 ½" (38 mm) thick, treated Laminated Strand Lumber (LSL) our sill solution is produced straight and stays straight. Our sill plate solution is designed to fit ICF wall widths and using our oblong countersunk holes lets the contractor set the sill plate the same day they pour the walls.

- LSL bending strength minimizes need for internal bracing before concrete poor
- Will not delaminate, become spongy, or loosen fastener strength
- Oblong countersunk opening
- Will not curl, twist, cup, or warp
- Designed for direct contact with concrete
- Non-corrosive to metals
- Insect and fungus resistant
- Environmentally friendly
- Contributes to LEED points and NAHB Green Building Certified

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

VALUE ADD

WILLSEAL—EXPANSION JOINT SYSTEMS

Willseal offers best-in-class pre-compressed and acrylic-impregnated foam products for horizontal and vertical joint applications. Tremco's industry-leading joint sealants, polyurethane-methacrylate technology, pre-formed extrusions and gun-grade foams.

With a wide variety of pre-compressed, acrylic-impregnated foams, pre-formed extrusions, monolithic Polyurethane Methacrylate and gun-grade foams, Willseal and Tremco have the ideal solution for any expansion joint or transition sealant project.

Whether you require traffic-grade horizontal, color-matched vertical, 2 to 3 hour fire-rated, seismic capabilities, waterproof, soundproof, dust-proof or airtight seals, you'll find a variety of options in the following pages.

All products, however, feature unmatched quality and durability, excellent +/- movement capabilities, and innovative, streamlined installations designed to help create safer, greener, high-performance structures. For over 110 combined years, our products have been continuously specified and installed on thousands of new construction and restoration projects worldwide.

Willseal products are designed for maximum waterproofing, thermal, sound, and air-tightness to meet global passive housing standards and feature superior durability, excellent +/- movement capabilities, and streamlined installation.

MARKETS SERVED

- Commercial construction
- Industrial / manufacturing
- Educational and institutional
- Infrastructure and DOT
- Residential construction
- Stadiums and arenas
- Parking facilities
- Medical facilities
- Fire protection

JOINT APPLICATIONS:

- Traffic-grade horizontal joints
- Primary vertical joints
- Curtain walls, windows, & flashing
- Control, longitudinal and transverse joints
- Dryvit® and exterior panel system joints
- Pre-cast concrete & built-up walls
- Fire-rated joints
- Seismic, large & retrofit joints
- Below-grade applications

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

VALUE ADD
STONHARD

Stonhard, a subsidiary of our parent company RPM International, is the unprecedented leader in manufacturing and installing high performance floors. Joining form and function, our floors are the dependable go-to choice for tough manufacturing environments, while still honoring innovative design for commercial environments.

From specifications and design to final walkthrough, you work with us directly. For a century we've been delivering proven, single-source service, covering both your products and installation.

Stonhard is committed to manufacturing and installing quality, seamless products that protect, maintain and enhance industrial and commercial environments.

Quality From Start to Finish

With a century in business, Stonhard is the unprecedented leader in manufacturing and installing high performance epoxy and urethane floor, wall and lining systems.

Manufacture & Install

We work with you directly—formulating and installing long-term floor, wall and lining system solutions.

Perform & Protect

Chemical, slip, and stain resistant epoxy, urethane and MMA floors protect work environments from chemical attack, impact, abrasion, thermal cycling, along with daily wear and tear.

Define & Design

Market specific color collections, tailor-made logos, custom colors and textures that dignify great design.

Sustainability.

Green is nothing new for Stonhard. For over 30 years, Stonhard has been an innovator in sustainable products.

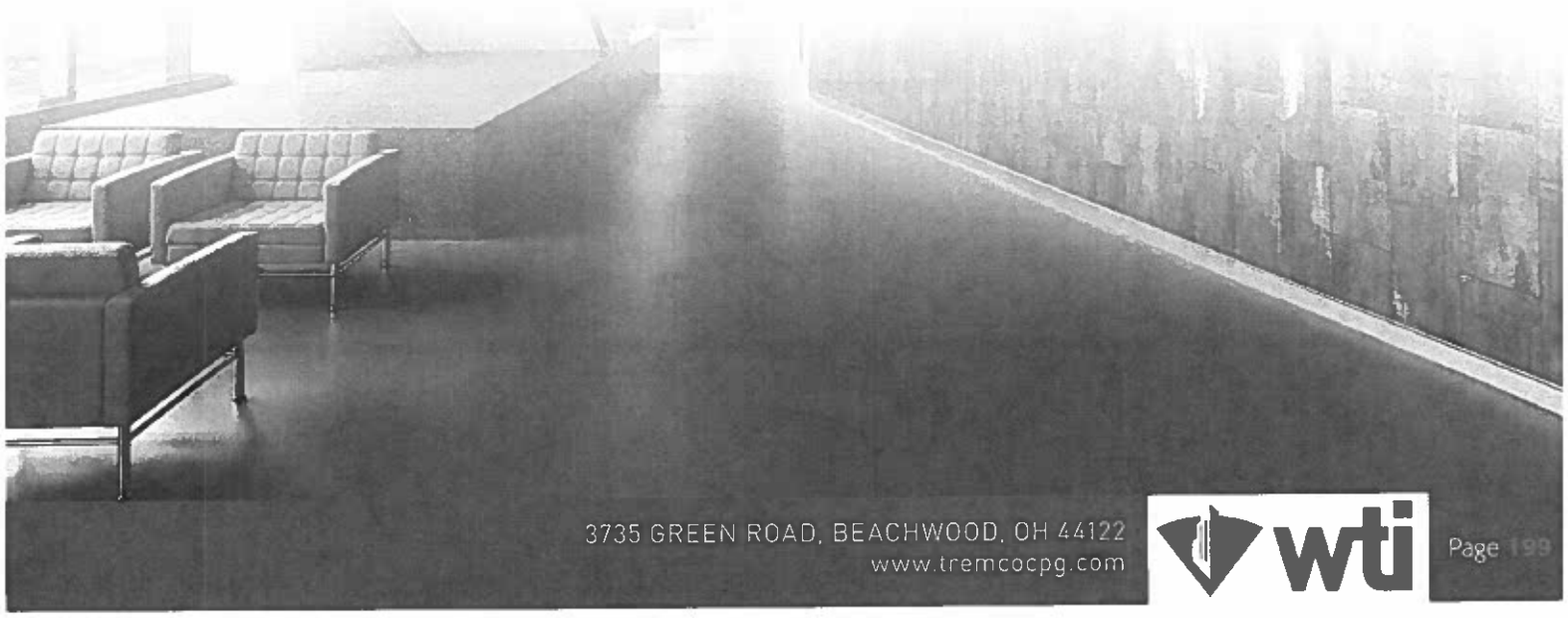
Since June of 2005, through recycling efforts, Stonhard has prevented 92.7% of all returned material, including discontinued and obsolete products from going into the waste stream. Stonhard's unique packaging prevents over 4.8 million one gallon pails and quart cans from being dumped into landfills annually.

OUR FACILITIES ARE GREEN

Stonhard has eliminated the use of chromic oxide (a chromium compound) as a green pigment in several Stonhard aggregate products, which has made these products environmentally friendly (non-hazardous).

NEW PRODUCT DEVELOPMENT

Over 90% of new product development and reformulation efforts have been geared to water-based urethanes or 100% solid epoxy-based chemistry. This effort not only provides safer floor and coating products to both industrial and commercial markets, it also reduces hazardous waste.



DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

VALUE ADD
FLOWCRETE TREMFLOOR™ URETHANE CEMENT FLOORING

TREMfloor™ Urethane Cement: Anti-Microbial Cementitious Urethane Flooring

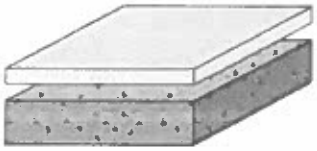
Proving that a building is able to meet a high standard of hygiene is essential in many sectors, especially contamination-sensitive settings such as the food and beverage, pharmaceutical and electronics industries.

TREMfloor™ is a leading line of Hazard Analysis and Critical Control Point (HACCP) International-certified, antimicrobial-treated cementitious urethane flooring systems for use in a wide variety of these, and other, applications.

The key aspects of TREMfloor that make it an ultra-hygienic flooring system include its seamless, impervious, highly durable nature combined with its ability to incorporate coving and stainless steel drainage. TREMfloor even includes the natural silver-ion based antibacterial agent Polygiene®, which has been proven to meet the ISO 22916 standard.

While initially designed for the food and beverage industry, many other sectors such as healthcare are turning to HACCP International-certified building materials, as they need systems that can create a highly-sanitary working environment, able to withstand difficult working conditions.

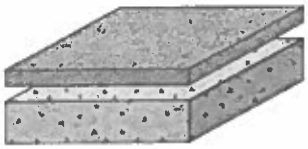
Products

	***TREMfloor Urethane Cement HF (1/4")*** A HACCP International certified urethane cement system with a textured semi-gloss finish, ideal for wet environments prone to spills.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

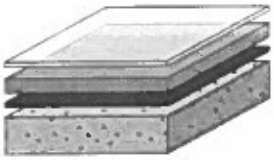
VALUE ADD

FLOWCRETE TREMFLOOR™ URETHANE CEMENT FLOORING



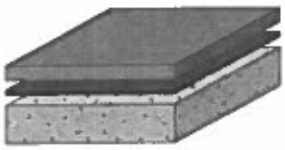
TREMfloor Urethane Cement RT (1/4")

A HACCP certified urethane cement system with a textured matte finish, ideal for areas where high performance is a requirement.



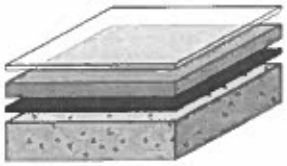
TREMfloor Urethane Cement SR (1/4")

A HACCP certified urethane cement system with a textured matte finish, ideal for wet areas.



TREMfloor Urethane Cement MF (3/16")

A HACCP International certified urethane cement system with a matte finish.

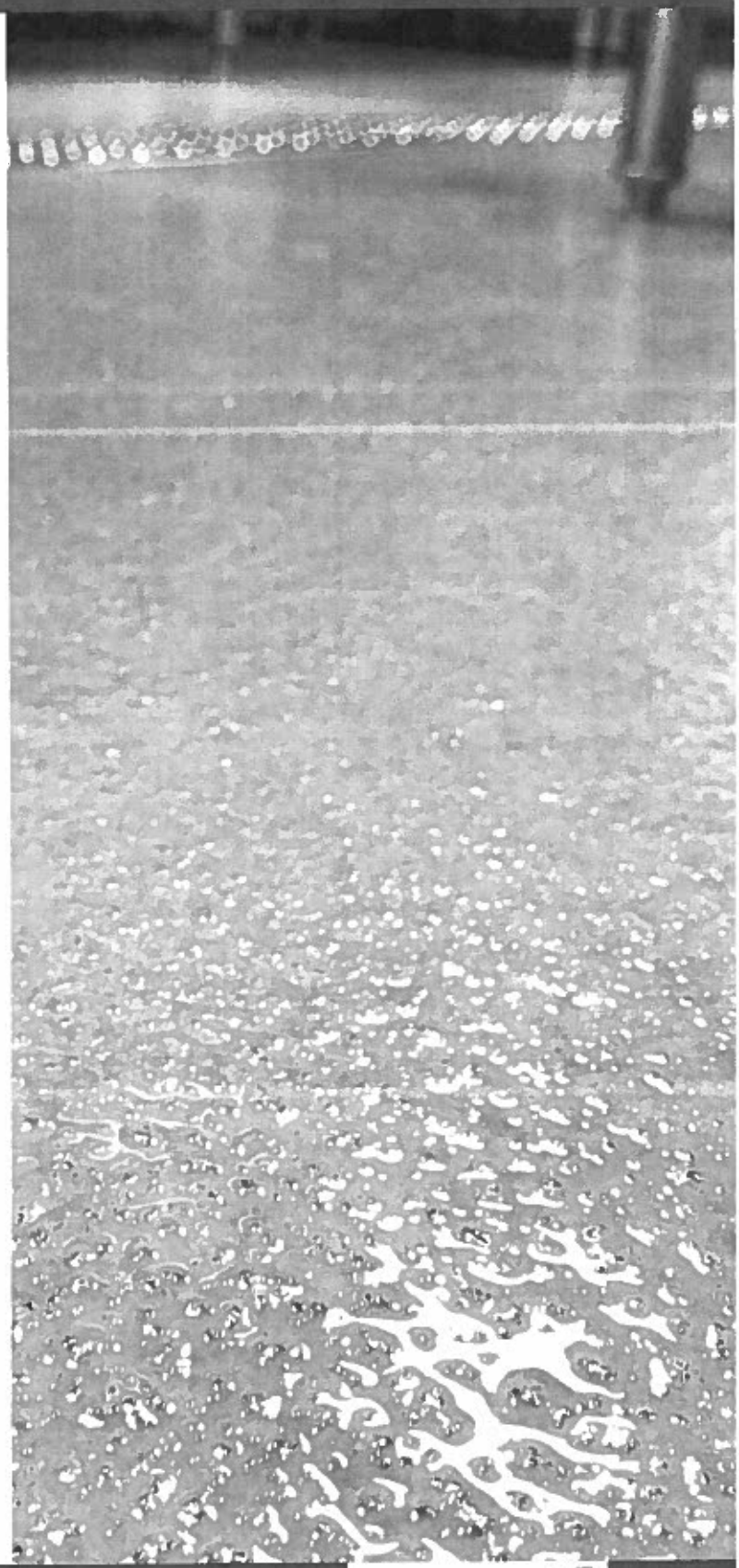


TREMfloor Urethane Cement SL (1/8")

A HACCP International certified urethane cement system with a smooth matte finish. Broadcast and seal for wet areas as well.

TREMfloor Urethane Cement Cove

A HACCP certified urethane cove mortar system, for any TREMfloor™ flooring system. Provides a seamless, hygienic transition between the floor and wall.



DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

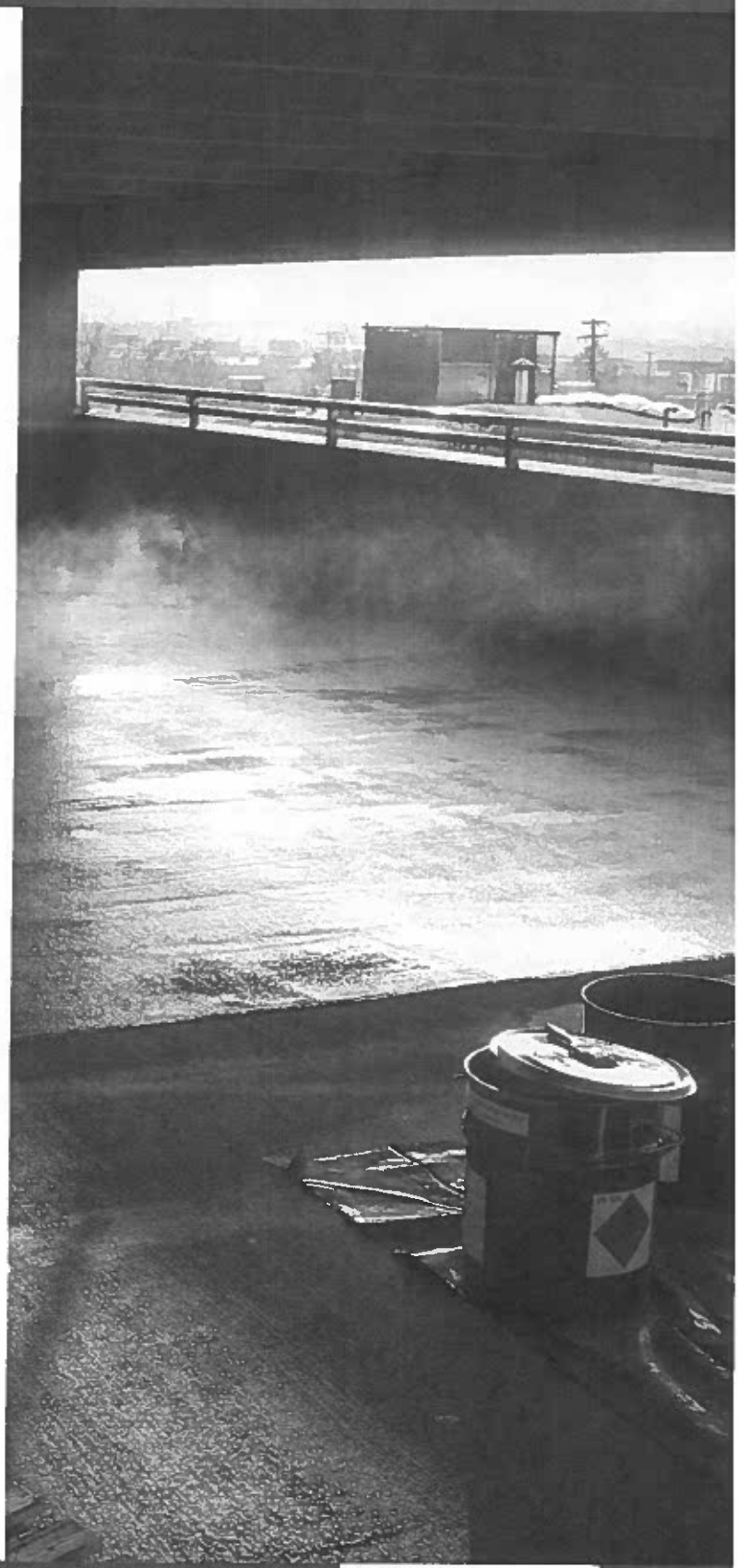
VALUE ADD
PUMA TECHNOLOGY SYSTEMS

Vulkem® EWS Traffic Coatings and TREMproof® Below-Grade Waterproofing Membranes with Tremco Polyurethane-Methacrylate (PUMA) Technology

These systems feature superior durability and abrasion resistance, exceptional crack-bridging, tenacious adhesion and fast cure — opening to traffic in as little as one hour after installation. Tremco PUMA technology systems can be applied in temperatures as low as 14°F (-10°C).

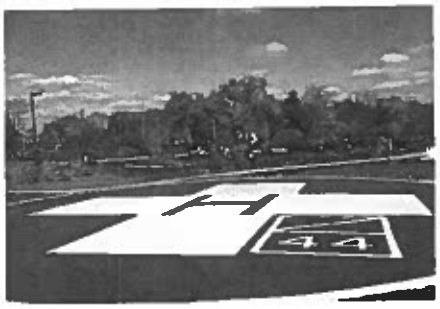
- Tremco PUMA Primer - A methyl-methacrylate (MMA), two-component primer for porous and non-porous substrates.
- TREMprime® VB - A two-component, epoxy-based solvent-free vapor barrier primer for concrete surfaces.
- Tremco PUMA Initiator+ - A reactive catalyst in the form of a white powder used to cure all resins of Vulkem® EWS and TREMproof® PUMA.
- Tremco PUMA BC - A polyurethane-methacrylate (PUMA) base coat that bonds firmly to Tremco PUMA Primer and retains its integrity regardless of substrate movement up to 1/16". Available in self-leveling, roller, trowel and low-modulus grade.
- Tremco PUMA Flashing - A polyurethane-methacrylate (PUMA) base coat that bonds firmly to Tremco PUMA Primer, and is compatible with Tremco's TREMproof® 6100.
- Tremco PUMA WC - A polyurethane-methacrylate (PUMA) wear coat, loaded with aggregate to give the system excellent impact, abrasion and chemical resistance.
- Tremco PUMA Filler Powder - A non-reactive, white, filler powder used to thicken Tremco PUMA WC.
- 16 to 20 mesh silica sand, color quartz, aluminum oxide (bauxite) - Used in conjunction with PUMA Primer, PUMA WC and PUMA TC. (Supplied by others.)
- Tremco PUMA TC - A methyl-methacrylate (MMA) top coat that offers excellent abrasion resistance, UV stability and chemical resistance system. Available in variety of colors.

Components of Vulkem® EWS traffic coating systems, and TREMproof® PUMA below-grade waterproofing systems.



DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

VALUE ADD
PUMA TECHNOLOGY SYSTEMS



HELIPAD SYSTEM

Durable Solution with Custom Color Options

Vulkem EWS is an optimal solution for helipads. Vulkem EWS is a cold-applied, traffic deck coating system designed for waterproofing concrete slabs and protecting occupied areas underneath from water damage.

DECORATIVE WATERPROOFING SYSTEM

Aesthetically Appealing Solution with Extreme Durability

Ideal for pedestrian walkways, balconies, deck and plaza common areas—can match any aesthetic with a variety of UV-stable aggregate or chips.

PEDESTRIAN SYSTEM

Stadiums, Balconies and Pool Decks

A cold-applied system ideal for stadiums, balconies and pool decks—protecting concrete below from the damaging effects of chloride, deicing salts, chemicals, gasoline, oils, anti freeze and more.

VEHICULAR SYSTEM

Parking Structures, High-Wear Turn and Drive Lanes, Helical Turns,

The ideal system for parking structures, high-wear turn and drive lanes, helical turns, ramps and ticket spitters. Protects from the damaging effects of chloride, deicing salts, chemicals, gasoline, oils and anti-freeze.

HYBRID SYSTEM: EWS

For Helical Turns, Ramps and Ticket Spitters

Our hybrid system incorporates Vulkem EWS for extreme-wear areas such as helical turns, ramps and ticket spitters — with Vulkem Polyurethane Vehicular Systems for drive lanes and parking stalls.

HYBRID SYSTEM: URETHANE

Vulkem Urethanes for Driving Lanes and Parking Stalls

Our hybrid system incorporates Vulkem EWS for extreme-wear areas such as helical turns, ramps and ticket spitters — with Vulkem Polyurethane Vehicular Systems for drive lanes and parking stalls.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

THANK YOU

FOR THE OPPORTUNITY TO PROPOSE ON THIS PROJECT

3735 GREEN ROAD, BEACHWOOD, OH 44122
www.tremco.com

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

Department of
MANAGEMENT
SERVICES
Division of State Purchasing

How to Use This Contract

Roofing Products, Services, and Job-Ordering-Contracting Services (72152601-24-OMNIA-ACS)

Contractor information, pricing, and contract documents are located on the contract webpage at https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/alternate_contract_source/roofing_products_services_and_job-order-contracting_services2

State Agencies

- The State of Florida's online procurement system, MyFloridaMarketPlace (MFMP), is the preferred method for placing orders and making payments for this contract:
  - Please contact the contractor(s) directly to request a quote; contractor contact information is accessible from the contract webpage. If available, MFMP catalogs can be used in lieu of requesting a quote from the contractor(s).
  - State agencies may create a blanket requisition/purchase order to use this contract, then contact the contractor directly to request a quote and/or place an order when needed; contractor contact information is accessible from the contract webpage.
  - Create a requisition/purchase order in MFMP; for additional information, open the MFMP Buyer Guide and go to the *REQUISITIONS* section.
  - **CATALOG TYPE:** None - Create a requisition using non-catalog items. In the 'Supplier' field, locate the contractor using the FEIN provided on the contract webpage; in the 'State Contract ID' field, locate the contract using the contract number shown above.
  - **COMMODITY CODE:** Select the most appropriate eight-digit commodity code under 72152601; the current list of commodity codes activated in MFMP is located at https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/commodity_codes.
  - **METHOD OF PROCUREMENT:** C - Alternate contract source
- Please use the appropriate contractor's FEIN, as provided on the contract webpage, when making payments in the Florida Accounting Information Resource (FLAIR); also, please use the appropriate contractor's FEIN when recording purchasing card (PCard) payments in FLAIR.
- This contract includes items on the **Florida Climate-Friendly Preferred Products List** located at https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/florida_climate_friendly_preferred_products_list.

Eligible Users

- Eligible users, as defined by Rule 60A-1.001, Florida Administrative Code, may contact the contractor(s) directly to place an order using this contract; contractor contact information is accessible from the contract webpage.

Frequently Asked Questions

- Can I purchase from a vendor outside of this contract if they offer better pricing?
    - In accordance with section 287.056, Florida Statutes, state agencies are required to purchase commodities and contractual services from state term contracts procured by the Department of Management Services.
    - State agencies are encouraged to use alternate contract sources for the added savings and convenience that may be realized; however, agencies are not required to purchase commodities and contractual services from alternate contract sources. If an alternate contract source is not utilized, agencies must follow proper procurement methods.
- What should I do if I have an issue with the contractor?
    - If you are unable to resolve an issue with a contractor, you may contact the contract manager listed on the contract webpages to explore additional options. These options include: complete a vendor performance survey online to document the issue, work with the contract manager to elevate the issue with the contractor representatives, or submit a vendor complaint that requires a formal response from the contractor.

Additional Information

Prior to purchasing from this alternate contract source, state agencies and eligible users should determine if purchases under this contract are related to 287.057 Florida Statutes or Chapter 255 Florida Statutes.

Contact Information

- If you have any questions or require assistance specific to this contract (e.g. pricing, contract requirements, etc.), please contact the contract manager listed on the contract webpage.
- If you have any questions or require assistance specific to MFMP (e.g. system access, purchase orders, catalogs, etc.), please visit the Division of State Purchasing's MFMP webpage located at https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

APPROVED
By Kevin at 8:22 am, May 30, 2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA LLC
200 Public Square, Suite 3760
Cleveland, OH 44114-1824

CN102302710-AEE&O-23-25 WEATH

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : First Continental Services Co.	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Weatherproofing Technologies, Inc.
3735 Green Rd
Beachwood, OH 44122

COVERAGES CERTIFICATE NUMBER: CLE-007221578-01 REVISION NUMBER: 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory In NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Architects & Engineers			1-EO-TC/2023	04/01/2023	04/01/2025	Each Claim	1,000,000
	Professional Liability						Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Consulting work

CERTIFICATE HOLDER

City of Jacksonville
117 W. Duval St.,
Jacksonville, FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

AGENCY CUSTOMER ID: CN102302710
LOC #: Cleveland

ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA LLC.	NAMED INSURED Weatherproofing Technologies, Inc. 3735 Green Rd Beachwood, OH 44122
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The First Continental Service Co. placement is a direct placement. Marsh Management Services (Vermont) manages the captive insurer indicated here. Marsh USA LLC has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

APPROVED
By Kevin at 8:22 am, May 30, 2024

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA LLC
200 Public Square, Suite 3760
Cleveland, OH 44114-1824

CN102302710-RPM-Cas-24-25 WEATH

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : First Continental Services Co.	
INSURER B : Zurich American Insurance Company	16535
INSURER C : N/A	N/A
INSURER D : American Zurich Insurance Company	40142
INSURER E :	
INSURER F :	

INSURED
Weatherproofing Technologies, Inc.
3735 Green Rd.
Beachwood, OH 44122

COVERAGES

CERTIFICATE NUMBER: CLE-005992151-45 REVISION NUMBER: 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			1-GLRPM-01/2024	04/01/2024	04/01/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BAP9258789-17	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC9258790-17 (MA, PR, WI)	04/01/2024	04/01/2025	X PER STATUTE / OTH-ER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A		WC9258788-17 (AOS)	04/01/2024	04/01/2025	E.L. EACH ACCIDENT	$ 2,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below			EWS5965995-16 (XS OH-$500k SIR)	04/01/2024	04/01/2025	E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
D				WC7121392-02 (TX)	04/01/2024	04/01/2025	E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Jacksonville is/are named as additional insured (except workers compensation) where required by written contract to the extent of losses caused solely and directly by Weatherproofing Technologies, Inc employees during the course of authorized general contracting activities. Waiver of Subrogation in favor of the Additional Insured(s) under the General Liability, Auto Liability and Workers Compensation policies The insurance afforded under the General Liability policy for the Additional Insured(s) is Primary insurance and any other insurance maintained by or available to the Additional Insured(s) is Non-Contributory Per coverage form, Auto coverage will apply on a Primary and Non-Contributory basis where required by written contract.

CERTIFICATE HOLDER

City of Jacksonville
117 W. Duval Street
Jacksonville, FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

Sara Klostermeier

© 1988-2016 ACORD CORPORATION. All rights reserved.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

AGENCY CUSTOMER ID: CN102302710
LOC #: Cleveland

ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA LLC.	NAMED INSURED Weatherproofing Technologies, Inc. 3735 Green Rd Beachwood OH 44122
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The First Continental Service Co. placement is a direct placement. Marsh Management Services (Vermont) manages the captive insurer indicated here. Marsh USA LLC has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. BAP9258789-17	Effective Date: 04-01-24

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph **B.1.** of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph **B.2.** of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal,

unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

POLICY NUMBER: *(1-GLRPM-01/2024)* **COMMERCIAL GENERAL LIABILITY ENDT.**

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

GENERAL AMENDATORY ENDORSEMENT
NOTICE OF CHANGE OR CANCELLATION

EFFECTIVE DATE: April 1, 2024

This endorsement modifies insurance provided as follows:

SCHEDULE

Name of Person or Organization: Any person(s) or organization(s) as required by written contract or agreement and as evidenced on a certificate of insurance issued to such person(s) or organization(s) on file with First Continental Services Co.

Where required by written contract or written agreement, we will provide to any person or organization shown in the schedule not less than thirty (30) days advance written notice of any change in or cancellation of coverage under this policy.

All other terms and conditions remain unchanged.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

PART SIX
CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04-01-24 Policy No. WC9258788-17 Endorsement No.
Insured RPM INTERNATIONAL INC. Premium $

Insurance Company American Zurich Insurance Company

Confidential / Non Personal Data
Includes copyright material of the National Council on Compensation Insurance, Inc. used with its permission.
© 2012 Copyright National Council on Compensation Insurance, Inc. All Rights Reserved

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

PART SIX
CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04-01-24 Policy No. WC7121392-02 Endorsement No.
Insured RPM INTERNATIONAL INC. Premium $

Insurance Company American Zurich Insurance Company

Includes copyright material of the National Council on Compensation Insurance, Inc. used with its permission.
Confidential \ Non Personal Data
© 2012 Copyright National Council on Compensation Insurance, Inc. All Rights Reserved.

DocuSign Envelope ID: FCDD708A-0620-4B7F-A941-024E67F76A22

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

PART SIX
CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective. 04-01-24 Policy No. WC9258790-17 Endorsement No.
Insured: RPM INTERNATIONAL INC. Premium $

Insurance Company Zurich American Insurance Company

Includes copyright material of the National Council on Compensation Insurance, Inc. used with its permission.
Confidential \ Non Personal Data
© 2012 Copyright National Council on Compensation Insurance, Inc. All Rights Reserved.

APPROVED
By Kevin at 8:22 am, May 30, 2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA LLC
200 Public Square, Suite 3760
Cleveland, OH 44114-1824

CN102302710-RPM-Cas-24-25 WEATH

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : First Continental Services Co.	
INSURER B : Zurich American Insurance Company	16535
INSURER C : N/A	N/A
INSURER D : American Zurich Insurance Company	40142
INSURER E :	
INSURER F :	

INSURED
Weatherproofing Technologies, Inc.
3735 Green Rd.
Beachwood, OH 44122

COVERAGES

CERTIFICATE NUMBER: CLE-005992151-45 REVISION NUMBER: 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			1-GLRPM-01/2024	04/01/2024	04/01/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BAP9258789-17	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC9258790-17 (MA, PR, WI)	04/01/2024	04/01/2025	X PER STATUTE / OTH-ER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A		WC9258788-17 (AOS)	04/01/2024	04/01/2025	E.L. EACH ACCIDENT	$ 2,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below			EWS5965995-16 (XS OH-$500k SIR)	04/01/2024	04/01/2025	E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
D				WC7121392-02 (TX)	04/01/2024	04/01/2025	E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Jacksonville is/are named as additional insured (except workers compensation) where required by written contract to the extent of losses caused solely and directly by Weatherproofing Technologies, Inc. employees during the course of authorized general contracting activities. Waiver of Subrogation in favor of the Additional Insured(s) under the General Liability, Auto Liability and Workers Compensation policies The insurance afforded under the General Liability policy for the Additional Insured(s) is Primary insurance and any other insurance maintained by or available to the Additional Insured(s) is Non-Contributory Per coverage form, Auto coverage will apply on a Primary and Non-Contributory basis where required by written contract.

CERTIFICATE HOLDER

City of Jacksonville
117 W. Duval Street
Jacksonville, FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

Sara Klostermeier

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CN102302710
LOC #: Cleveland

ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA LLC	NAMED INSURED Weatherproofing Technologies, Inc. 3735 Green Rd Beachwood OH 44122
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The First Continental Service Co. placement is a direct placement. Marsh Management Services (Vermont) manages the captive insurer indicated here. Marsh USA LLC has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. BAP9258789-17	Effective Date: 04-01-24

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph **B.1.** of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph **B.2.** of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal,

unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

POLICY NUMBER: *(1-GLRPM-01/2024)* **COMMERCIAL GENERAL LIABILITY ENDT.**

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

GENERAL AMENDATORY ENDORSEMENT
NOTICE OF CHANGE OR CANCELLATION

EFFECTIVE DATE: April 1, 2024

This endorsement modifies insurance provided as follows:

SCHEDULE

Name of Person or Organization: Any person(s) or organization(s) as required by written contract or agreement and as evidenced on a certificate of insurance issued to such person(s) or organization(s) on file with First Continental Services Co.

Where required by written contract or written agreement, we will provide to any person or organization shown in the schedule not less than thirty (30) days advance written notice of any change in or cancellation of coverage under this policy.

All other terms and conditions remain unchanged.

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

PART SIX
CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04-01-24 Policy No. WC9258788-17 Endorsement No.
Insured RPM INTERNATIONAL INC. Premium $

Insurance Company American Zurich Insurance Company

Includes copyright material of the National Council on Compensation Insurance, Inc. used with its permission.
Confidential \ Non Personal Data
© 2012 Copyright National Council on Compensation Insurance, Inc. All Rights Reserved

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

PART SIX
CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04-01-24 Policy No. WC7121392-02 Endorsement No.
Insured RPM INTERNATIONAL INC. Premium $

Insurance Company American Zurich Insurance Company

Includes copyright material of the National Council on Compensation Insurance, Inc. used with its permission.
Confidential \ Non Personal Data
© 2012 Copyright National Council on Compensation Insurance, Inc. All Rights Reserved.

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

PART SIX
CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04-01-24 Policy No. WC9258790-17 Endorsement No.
Insured: RPM INTERNATIONAL INC. Premium $

Insurance Company Zurich American Insurance Company

Includes copyright material of the National Council on Compensation Insurance, Inc. used with its permission.
Confidential \ Non Personal Data
© 2012 Copyright National Council on Compensation Insurance, Inc. All Rights Reserved.

APPROVED
By Kevin at 8:22 am, May 30, 2024

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA LLC
200 Public Square, Suite 3760
Cleveland, OH 44114-1824

CN102302710-AEE&O-23-25 WEATH

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : First Continental Services Co.	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Weatherproofing Technologies, Inc.
3735 Green Rd
Beachwood, OH 44122

COVERAGES

CERTIFICATE NUMBER: CLE-007221578-01 REVISION NUMBER: 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N: N	N / A				PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Architects & Engineers Professional Liability			1-EO-TC/2023	04/01/2023	04/01/2025	Each Claim	1,000,000
							Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Consulting work

CERTIFICATE HOLDER

City of Jacksonville
117 W. Duval St.,
Jacksonville, FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CN102302710
LOC #: Cleveland

ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA LLC.	NAMED INSURED Weatherproofing Technologies, Inc. 3735 Green Rd Beachwood, OH 44122
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The First Continental Service Co. placement is a direct placement. Marsh Management Services (Vermont) manages the captive insurer indicated here. Marsh USA LLC has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD