

**Request for Quote (RFQ)**  
**National Cooperative Purchasing Alliance**  
**ESC – Region 14**

**PROPOSAL**

**Job Order Contracting**  
**SOLICITATION No: 11-23**

**ATTENTION:**

Region 14 Education Service Center  
1850 Highway 351  
Abilene, TX 79601

**SUBMITTED BY:**

**Tecta America Corp**

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

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

**Due Date:** Thursday, July 27, 2023



July 27, 2023

Region 14 Education Service Center  
On Behalf Of the National Cooperative Purchasing Alliance (NCPA)  
and OMNIA Partners

To Whom it May Concern,

It is important to select the roofing system that best meets your facilities' goals and needs. Whether it is emergency service work or replacement roofing, Tecta America's response and execution of services can be critical to your operations.

Our decades as a national commercial roofing contractor with the responsiveness of a local roofing contractor lead schools, government agencies, healthcare, non-profits and others to utilize our unsurpassed technical expertise. We adhere to the principles, craftsmanship and training that continue to bring us the recognition of our customers and the respect of our competitors.

As a national roofing leader, certified to work on any roofing system anywhere in the U.S., Tecta has the manpower and logistical infrastructure to respond to nationwide and U.S. territory facilities no matter what roofing services are required. As a national leader, Tecta has the financial strength to complete even the most daunting of projects and make sure we are there for you long term.

Our core competencies include roofing, general commercial construction, solar and green roof design and installation, roof asset management, repair, replacement and restoration, maintenance, severe storm recovery and snow removal. We are able to pick the best in class solutions for any given project and offer multiple layers of warranties and protection.

Tecta's safety record is paramount. Our 5-star safety plan and OSHA qualified personnel enable an EMR rating of .63 or lower since 2000 which is one of the lowest in the industry. With specialists in all of the services we provide, at Tecta America our goal is to ensure best in class delivery on time and in budget.

We look forward to working with you to address your needs. I will check back with you in the next few days to answer any questions you may have.

Sincerely,

A handwritten signature in dark ink, appearing to read "A Carr", with a long horizontal flourish extending to the right.

Andy Carr, National JOC/Cooperative Contracts Manager  
Telephone: (708) 451-0743  
[acarr@tectaamerica.com](mailto:acarr@tectaamerica.com)

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## EXECUTIVE SUMMARY

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### *WE UNDERSTAND YOUR SITUATION*

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#### **ISSUES THAT YOU FACE**

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

#### ***Correcting Existing Problems***

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

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

#### ***Handling Complex Logistical Solutions***

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

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



### ***Plans for a Roofing Management Program***

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

- Planning
- Prevention
- Communication

### ***Preventing Disruption of Business***

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

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

### ***Avoiding Safety Problems***

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

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

### **GOALS AND OBJECTIVES FOR YOUR ROOFING PROGRAM**

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



**24/7/365**

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

### ***Ensure Confidence in Your Roofing Documentation***

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

### ***Total Roofing Management Solutions***

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

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

### ***Fast Response, Full Service***

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

### ***Workers with Security Clearance***

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



## RECOMMENDATIONS FOR THE NCPA

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

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

#### ***Production Roofing***

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

#### ***Roof Asset Management***

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

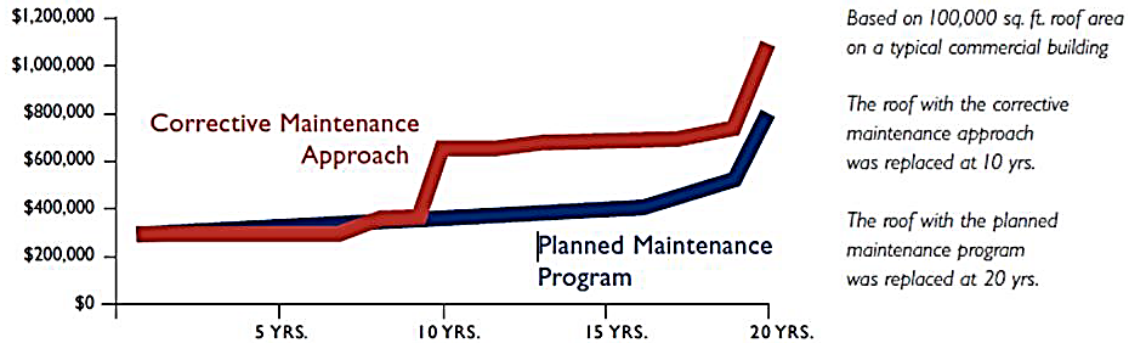
Beginning with a comprehensive audit of your roof assets, we collect and analyze pertinent data. We rate the current condition of each roof in your portfolio and estimate remaining service life. All your important roofing information will be readily accessible: capital and expense forecasts, warranty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





## ***TectaPlan – Computerized Maintenance Management for Your Roofing Portfolio***

### **Corrective vs. Planned Maintenance — Cumulative Cost Impact**



Source: Roofing Solutions Reference Manual for Property Managers, Owners, Architects, and Specifiers, April 2004; Vol. I

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

### ***TectaTracker includes:***

#### **Detailed Documentation**

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

#### **Roof Assessor**

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

#### **Reports**

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





### **Financial Planner**

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

### ***How TectaTracker works:***

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

### ***TectaTracker Roof Audit and Report***

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

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

- **Roof Inspection:** a visual survey of the exterior condition of each building's roof and roof related sheet metal. The visual survey also includes deterioration or damage we may observe to metal wall panels, brick wall dividers, and parapets. These items will be brought to the owner's attention for further action. The Roof Inspection does not include items such as structural damage or deterioration occurring below the observable roof membrane.
- The initial audit of a facility also includes the gathering and data input of the following detailed information:
  - o **CAD drawing** with projections obtained from initial roof inspection
  - o **Photos** of the exterior of the building, roof, defects, and roof related details
  - o **Roof system information** including deck, insulation, membrane, surfacing, past history, and other information
  - o **Core cuts** as needed to obtain or verify roof system information
  - o **Warranty Information** and confirmation



- o **Roof Assessor** –a proprietary tool which estimates a roof’s remaining useful life based on critical factors and offers a consistent analysis from roof to roof
- o **Prioritized roof repairs and maintenance items**
- o **Long term budget**

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

## **Report**

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

Some key features of the report are:

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

## ***Tecta Response***

### **Many Types of Extreme Weather Events**

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

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



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

### **The calm before the storm.**

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

### **Hit the ground running.**

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

### **Nimble, flexible and reliable.**

How we get you back in business—fast:

**Resources:** over 4,000 expertly trained roofing professionals nationwide

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

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

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

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

### **How Could You Be Impacted?**

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

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

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

Our unique TectaResponse program provides you with the security of having a qualified, heavily-resourced national roofing contractor perform an immediate response to your facilities' needs. Because this is a preplanned program: planning, execution, and pricing can be put into place far in advance of the actual storm events. Depending on the level of service you sign up for, this response can range from simple inspection and reporting, to immediate mitigation, temporary protection, and full solution. Regardless of the extreme weather event type, our goal remains the same: to quickly and attend to your facility's needs, minimize damage expenses, and reduce your cost of downtime.



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

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

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

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



## ABOUT TECTA AMERICA CORP

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### *RELEVANT EXPERIENCE AND CORPORATE OVERVIEW*

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

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### *OUR DIFFERENTIATORS BUSINESS STRENGTHS THAT MAKE A DIFFERENCE*

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

#### ***Dedicated Professional Service Departments***

The ongoing service you receive from your roofing contractor is just as important as the quality of installation—perhaps more so. Even the best roofing system requires maintenance and professional support. Tecta America has dedicated service departments to troubleshoot problems that might arise and recommend the best solutions. Roof leaks can be difficult to assess and fix; a challenging task for contractors who simply pull workers off production crews to handle warranty issues or roof leaks. Our service departments offer the most responsive, knowledgeable service in the industry. This means that the NCPA will have any future roofing issues handled effectively and promptly. In addition, our service techs are uniformed and professional, providing a better image while on your property.

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

The average tenure of our operating locations exceeds 60 years. Our staff of over 4,000 professionals has seen virtually every type of roofing issue and has the collective experience to solve problems—fast. In contrast, the typical roofing contractor is a sole proprietorship that has been in business less than ten years; and employs fewer than 35 workers. Tecta America will be around for the long haul to service your ongoing roofing needs. Given that most roofing systems are designed to last an average of 15-20 years, it's comforting to know that your contractor will be in business as long as the roof they install.



### ***Flexibility and Local Presence***

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

### ***Roof Management Program for Facility Managers***

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

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

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

Tecta America has the most comprehensive safety program in the roofing industry. Testament to this fact is that we have an Experience Modification Ratio (EMR) of only .53, half that of the industry average. (A lower EMR indicates fewer accidents.) With this prominent focus on creating a safe work environment, the NCPA has the assurance that we have an equally strong focus on quality installation and maintenance.

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







## SIGNATURE FORM

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

Prices are guaranteed: **120 days**

TECTA AMERICA CORP

Company Name

9450 W. BRYN MAWR, SUITE 500

Address

ROSEMONT

City

IL

State

60018

Zip

708-451-0743

Telephone Number

847-581-3880

Fax Number

acarr@tectaamerica.com

Email Address

ANDY CARR

Printed Name

NATIONAL JOC/COOPERATIVE  
CONTRACTS MANAGER

Position



Authorized Signature

## **TAB 2**

### **NCPA ADMINISTRATION AGREEMENT**

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This Administration Agreement is made as of September 5, 2023, by and between National Cooperative Purchasing Alliance ("NCPA") and Tecta America Corp ("Vendor").

#### **Recitals**

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 5, 2023, referenced as Contract Number 04-29, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Job Order Contracting ;

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

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

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

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

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

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

#### **General Terms and Conditions**

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

### **Term of Agreement**

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

**Fees and Reporting**

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

| Entity Name | Zip Code | State | PO or Job # | Sale Amount |
|-------------|----------|-------|-------------|-------------|
|             |          |       |             |             |
|             |          |       |             |             |
|             |          |       |             |             |

**Total** \_\_\_\_\_

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

| Annual Sales Through Contract | Administrative Fee |
|-------------------------------|--------------------|
| 0 - \$30,000,000              | 2%                 |
| \$30,000,001 - \$50,000,000   | 1.5%               |
| \$50,000,001+                 | 1%                 |

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA’s costs and expenses for such audit.

## ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance

Organization

**Sarah Vavra**

Name

Sr. Vice President, Public Sector  
Contracting

Title

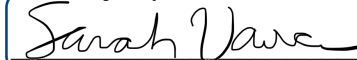
5001 Aspen grove

Address

Franklin, TN 37067

Address

DocuSigned by:



Signature

September 11, 2023

Date

Tecta America Corp

Vendor Name

Andy Carr

Name

National JOC/Cooperative  
Contracts Manager

Title

9450 W. Bryn Mawr, Suite 500

Address

Rosemont, IL 60018

Address

  
Signature

07/27/2023

Date

## TAB 3

### VENDOR QUESTIONNAIRE

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

#### Locations Covered

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

|  |  |   |   |
|--|--|---|---|
| <input checked="" type="checkbox"/> <b>All 50 States &amp; District of Columbia</b><br>(Selecting this box is equal to checking all boxes below) |  |   |   |
| <input type="checkbox"/> Alabama   | <input type="checkbox"/> Illinois      | <input type="checkbox"/> Montana        | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Alaska  | <input type="checkbox"/> Indiana       | <input type="checkbox"/> Nebraska       | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Arizona   | <input type="checkbox"/> Iowa          | <input type="checkbox"/> Nevada         | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Arkansas  | <input type="checkbox"/> Kansas        | <input type="checkbox"/> New Hampshire  | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> California  | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> New Jersey     | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Colorado  | <input type="checkbox"/> Michigan      | <input type="checkbox"/> New Mexico     | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Connecticut   | <input type="checkbox"/> Minnesota     | <input type="checkbox"/> New York       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Delaware  | <input type="checkbox"/> Mississippi   | <input type="checkbox"/> North Carolina | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> D.C.  | <input type="checkbox"/> Missouri      | <input type="checkbox"/> North Dakota   | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Florida   | <input type="checkbox"/> Kentucky      | <input type="checkbox"/> Ohio           | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Georgia   | <input type="checkbox"/> Louisiana     | <input type="checkbox"/> Oklahoma       | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Hawaii  | <input type="checkbox"/> Maine         | <input type="checkbox"/> Oregon         | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Idaho   | <input type="checkbox"/> Maryland      | <input type="checkbox"/> Pennsylvania   |   |

|   |   |
|---|---|
| <input checked="" type="checkbox"/> <b>All U.S. Territories and Outlying Areas</b><br>(Selecting this box is equal to checking all boxes below) |   |
| <input type="checkbox"/> American Samoa   | <input type="checkbox"/> Northern Marina Island |
| <input type="checkbox"/> Federated States of Micrones   | <input type="checkbox"/> Puerto Rico            |

|  |  |
|--|--|
| <input type="checkbox"/> Guam  | <input type="checkbox"/> U.S. Virgin Islands   |
| <input type="checkbox"/> Midway Islands  |  |
| <input checked="" type="checkbox"/> <b>All Canada Provinces and Territories</b><br>(Selecting this box is equal to checking all boxes below) |  |
| <input type="checkbox"/> Alberta   | <input type="checkbox"/> Prince Edward Island  |
| <input type="checkbox"/> British Columbia  | <input type="checkbox"/> Quebec                |
| <input type="checkbox"/> Manitoba  | <input type="checkbox"/> Saskatchewan          |
| <input type="checkbox"/> New Brunswick   | <input type="checkbox"/> Northwest Territories |
| <input type="checkbox"/> Newfoundland and Labrador   | <input type="checkbox"/> Nunavut               |
| <input type="checkbox"/> Nova Scotia   | <input type="checkbox"/> Yukon                 |
| <input type="checkbox"/> Ontario   |  |

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

☒ Yes      ☐ Maybe      ☐ No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

☒ Yes      ☐ Maybe      ☐ No

### Minority and Women Business Enterprise (MWBE) and (HUB) Participation

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

|  |   |
|--|---|
| <input type="checkbox"/> Minority/Women Business Enterprise<br>Respondent Certifies that this firm<br>a Minority / Women Business Enterprise | <input type="checkbox"/> Historically Underutilized Business<br>Respondent Certifies that this firm is a<br>Historically Underutilized Business |
|--|---|

### Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

☐ N/A, we are a recognized small, MWEB or HUB organization



☐ No, we do not have any programs in place.

☒ Yes, we have programs in place.

**Residency**

Responding Company's principal place of business is in the city of **Rosemont**,  
State of **Illinois**.

**Felony Conviction Notice**

Please Check Applicable Box (If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached):

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

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

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

**Distribution Channel**

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

☐ Manufacturer Direct

☐ Certified education/government reseller

☒ Authorized Distributor

☒ Manufacturer marketing through reseller

☒ Value-added reseller

☒ Other: **Service Provider**

**Processing Contact Information**

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

**Pricing Information**

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no,

attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes ☐ No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No

### Cooperatives

List any other cooperative or state contracts currently held or in the process of securing.

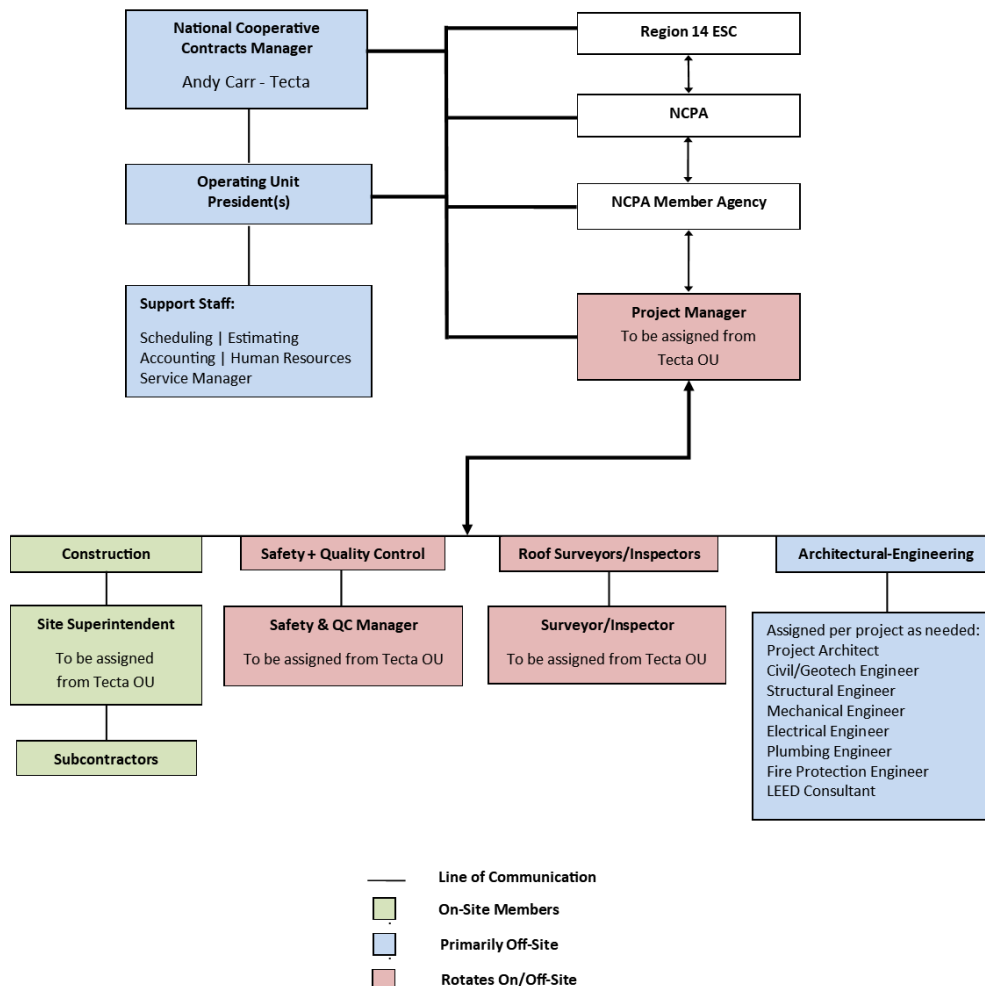
| Cooperative/State Agency | Discount Offered       | Expires           | Annual Sales Volume |
|--------------------------|------------------------|-------------------|---------------------|
| <b>GSA #GS-07F-0405U</b> | <b>5%</b>              | <b>06/13/2028</b> | <b>\$60m</b>        |
| <b>TIPS USA JOC</b>      | <b>RS Means Coeff.</b> | <b>04/26/2025</b> | <b>\$4m</b>         |
| <b>PCA</b>               | <b>None</b>            | <b>06/15/2026</b> | <b>\$0</b>          |
| <b>NCPA 04-19</b>        | <b>RS Means Coeff.</b> | <b>11/30/2023</b> | <b>on file</b>      |
| <b>NCPA 04-23</b>        | <b>RS Means Coeff.</b> | <b>07/31/2024</b> | <b>on file</b>      |
| <b>NCPA 02-75</b>        | <b>RS Means Coeff.</b> | <b>11/30/2027</b> | <b>on file</b>      |

## TAB 4 VENDOR PROFILE

Please provide the following information about your company:

- Company's official registered name.  
Tecta America Corp
- Brief history of your company, including the year it was established.  
Tecta America Corp was founded in 2000. Tecta has grown to be a national leader in the roofing industry. Our manpower consists of over 4,200 employees with 90+ local operating units located throughout the U.S. that average 60+ years of business. We have experience in every roof system and certified by every major manufacturer.
- Company's Dun & Bradstreet (D&B) number.  
125837471
- Company's organizational chart of those individuals that would be involved in the contract.

**PROJECT / PROGRAM ORGANIZATIONAL CHART**



- Corporate office location.
  - List the number of sales and services offices for states being bid in solicitation.
  - List the names of key contacts at each with title, address, phone and e-mail address.

See attached list at the end of Tab 4 Vendor Profile.

- Define your standard terms of payment.  
Net 30

- Who is your competition in the marketplace?

ABADAK, INC. RESEDA ,CA

ABSOLUTE STORAGE, LLC TEMPE ,AZ

AD VERITAS CONSTRUCTION CO. INC. TOPEKA ,KS

ADVANCED ROOFING, INC. FORT LAUDERDALE ,FL

ALLIANCE ROOFING LLC GLASTONBURY ,CT

ALLIED BUILDING PRODUCTS CORP. EAST RUTHERFORD ,NJ

AMC CAPITAL CONSTRUCTORS, INC. APOPKA ,FL

AMERICAN CLASSIC CONSTRUCTION INC. CHATSWORTH ,CA

BEST CONTRACTING SERVICES, INC. GARDENA ,CA

BLUESCOPE CONSTRUCTION, INC. KANSAS CITY ,MO

BOLLINGER ROOFING COMPANY, INC. BALTIMORE ,MD

BOSNICK ROOFING, INC. TACOMA ,WA

BURTIN POLYMER LABORATORIES, INC. CARTERSVILLE ,GA

CENTURION INDUSTRIES, INC. GARRETT ,IN

CLADDING SYSTEMS, INC. TAMPA ,FL

COMPLETE PACKAGING & SHIPPING SUPPLIES Inc. FREEPORT ,NY

DKG & ASSOCIATES, INC. ALBUQUERQUE ,NM

DURO-LAST, INC. SAGINAW ,MI

EDL CONSTRUCTION, INC. HENDERSON ,NV

ENFIELD ENTERPRISES, INC. SPRINGFIELD ,MA

ENTERPRISE ROOFING & SHEET METAL CO. DAYTON ,OH

EURAMAX INTERNATIONAL, INC. NORCROSS ,GA

EXBON DEVELOPMENT, INC. GARDEN GROVE ,CA

FLEX MEMBRANE INTERNATIONAL CORP. LEESPORT ,PA

GANAHL LUMBER COMPANY ANAHEIM ,CA

GARLAND COMPANY INC, THE CLEVELAND ,OH

IB ROOF SYSTEMS, INC. EUGENE ,OR

INSTANT ASPHALT INC GILROY ,CA

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

- Provide Annual Sales for last 3 years broken out into the following categories:

- Cities / Counties  
2022: \$36m 2021: \$36m 2020: \$25m
- K-12  
2022: \$100m 2021: \$98m 2020: \$70m
- Higher Education  
2022: \$46m 2021: \$45m 2020: \$32m
- Other government agencies or nonprofit organizations  
2022: \$112m 2021: \$107m 2020: \$90m

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

\$ 40m in year one  
\$ 50m in year two  
\$ 60m in year three

- What differentiates your company from competitors?

We are the largest roofing contractor in the U.S. We offer service to all manufacturers' products. We operate in all 50 states and all U.S. territories.

- Describe how your company will market this contract if awarded.

Tecta America has been in the roofing business for nearly 20 years. It has Operating Units that have been in the industry for over a century. Tecta has found tremendous success by marketing our products and services through efforts within the existing clientele base, by having on an ongoing presence in trade shows and conventions involving nationwide agencies, public, private, federal, and non-profit sectors. We are also actively creating introductions in these sectors through a managed sales process and procedure. We currently have more than 11,000 purchasing agents in our database, with whom we connect on a regular basis to discuss their roofing requirements and opportunities available to them.

It is Tecta America's sales policy to reach out to new and existing clients on a regular basis to discuss the services offered through the cooperative purchasing contract. Through these meetings, Tecta will inform members of the contract's capabilities and how they can be utilized within their system and service requirements. Tecta America understands the need for cooperative purchasing contracts and is committed to the education of the client on the concept of this service and its benefits, not only for roofing, but in all aspects of cooperative purchasing.

The core of Tecta's sales culture is rooted in the concept of creating, maintaining, and developing relationship sales. Utilizing a cooperative contract is the vehicle for achieving this goal. Salespeople are trained to remember that this contract will allow them avenues of entrance not otherwise available, and the relationship needs to be monitored and cultivated. Salespeople will increase sales through trust, simplicity, and confidence. Within the cooperative purchasing environment, salespeople can take advantage of existing client relationships, manufacturer's relationships, other trade relationships, and traditional cold calling. With existing Tecta clients who are already NCPA

members, the focus is on how Tecta can simplify the process for upcoming work. The client is educated on Tecta's operational and construction management process to illustrate the effectiveness of the program. For clients who may be unfamiliar with NCPA and/or the cooperative purchasing marketplace, our salesperson training includes education on frequently asked questions and common client obstacles. Manufacturer relationships can provide unique opportunities in terms of leveraging the relationship to provide more cost-effective solutions that meet the needs of the client. Tecta America is the largest roof installer in the U.S., which allows us to pass on volume discounts to clients, due to the large amount of materials purchased with all manufacturers.

Conventions Regularly Attended by Tecta America:

International Roofing Expo

North East Roofing Contractors Association (NERCA) Annual Convention & Trade Show

RCI International Convention and Trade Show

National Roofing Contractors Association (NRCA) Annual Convention

Western Roofing Expo

Midwest Roofing Contractors Association (MRCA) Annual Convention & Trade Show

Building Owners and Managers Association (BOMA) International Annual Conference & Expo

Solar Power International (SPI) Trade Show

South Florida Condo and HOA Expo

- **Describe how you intend to introduce NCPA to your company.**  
Tecta America Corp has been performing work via various NCPA contract vehicles for many years. Internal training and scheduled Operating Unit visits are performed regularly. The program has expanded over the years, creating the need for a team of staff specifically and exclusively dedicated to the management and execution of this contract.
- **Describe your firm's capabilities and functionality of your on-line catalog / ordering website.**  
This is not applicable for contracting services. Contact information for inquiries regarding products and services offered by Tecta America are displayed on Tecta's website, with links to contract products and services.
- **Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)**  
Tecta provides 24 hour emergency service with a maximum of 4 hour response time to 90% of the populated U.S. Tecta America has a 24 hour Service Center monitoring all of its Tecta Tracker clients' facilities throughout the nation. Online reports are available for clients and management on demand, from any location.



- Green Initiatives (if applicable)
  - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

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

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

These systems offer a variety of benefits:

- They reduce the amount of storm water discharged into municipal sewer systems, thus helping reduce the dangers of flooding.
- The vegetation that is an essential part of these systems helps absorb pollutants, including greenhouse gases such as carbon dioxide.
- These roofs help reduce the “heat island” effect in urban areas, where the concentration of concrete and other heat-absorbing materials can increase the temperature by several degrees in relation to less built-up areas.
- Vegetative roofs provide increased insulation. Buildings on which these green roofs have been installed invariably experience lower heating and cooling costs.
- These roofs provide increased plant and animal habitat. In many places where such roofs are becoming popular, there has been a notable increase in bird populations.
- Green roofs often provide aesthetic benefits and serve as a major amenity for building occupants as these “roof gardens” gain in prevalence and popularity.

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

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

financial incentives.

- **Energy savings** - On a 90 degree day, a green roof keeps the roof temperature a cool 95 degrees while a dark roof bakes to 160 degrees or more. Result: interiors stay cooler and energy costs go down.
- **Extended roof life** - Installing a green roof system has the potential to double the lifespan of a conventional roof. For example, 2011 Executive Report determined the Target Center in Minneapolis payback at 7.6 years, which mostly comes from saving the replacement costs.
- **Reduced carbon footprint** - Green roof systems allow for plants to absorb CO2 and work to reduce the carbon footprint of your building.
- **Reduced Urban Heat Island effect** - The surface of a green roof absorbs solar radiation and provides natural evaporative cooling.
- **Earn LEED points** - A green roof provides more points than any other technology to achieve certification.

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

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

- **Sustainable Sites**  
Storm water Design: Quality Control – SS Credit 6.1 (1 pt.)  
Heat Island Effect: Roof – SS Credit 7.2 (1 pt.)
- **Water Efficiency**  
Water Efficient Landscaping – WE Credit 1.1 (1-2 pts.)
- **Energy & Atmosphere**  
Optimize Energy Performance – EA Credit 1 (1-8 pts.)
- **Materials & Resources**  
Recycled Content – MR Credit 4.1 (1-2 pts.)  
Regional Materials – MR Credit 5.1 (1-2 pts.)

Tecta Solar was formed to address the need for experienced turnkey solar developers with the financial capability and experience to support underlying roofing systems and warranties. Tecta Solar is unique with its national footprint and expertise in both solar and roofing systems. As a division of Tecta America Corp., Tecta Solar provides comprehensive warranties and maintenance agreements, as well as the bonding capacity and insurance coverage to handle any size project. Tecta has a proven track record of installing solar

projects for Fortune 100 companies, municipalities, large utilities and public works projects.

### Roofing Plus Solar Plus

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

### Tecta Solar Process



Tecta Solar is a single source provider, meaning the solar process for our customers is simple. Beginning with our free solar analysis, Tecta will be the single point of contact and responsible for each aspect of the solar development and implementation process.

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

Determine Site Capacity | Physical area considered for solar

- |                             |                   |
|-----------------------------|-------------------|
| • Roof                      | requirements      |
| • Roof age / conditions     | • Ground          |
| • Roof warranty and insurer | • Soil conditions |

- Drainage considerations
- Parking
- Zoning and permitted use, FAR,
- permeability
- Shading, setbacks, easements, ROWs, access

#### Permitting

- Building & electrical
- Interconnection
- Environmental
- Special (FERC, FAA, etc.)

#### Incentive Availability

- Solar production based incentives
- Solar renewable energy credits
- Grants
- Tax abatements
- Other

#### Feasibility Analysis and Customer Considerations

- How much should it cost & when do we pay?
- How much benefit comes out and when?
- Constraints and limits

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

Tecta's customers include:

- **State / Federal Governments.** Tecta transforms empty rooftops or open space into renewable resources. By hosting a solar power system, government entities can secure long-term clean electricity supply without any upfront cost or maintenance expenses.
- **Municipal Agencies.** A power purchase agreement with Tecta is an effective way for municipal agencies to accelerate renewable energy goals and provide their communities with locally produced, clean, reliable, long-term renewable power. Municipal buildings, landfills, and water & sewer treatment plants are excellent locations for such systems.
- **Schools and Universities.** Tecta provides schools, school districts and universities with a cost-effective way to meet increased sustainability goals and mitigate volatile energy costs. By hosting a solar power system, administrators can reduce operating expenses and transform empty campus rooftops, parking lots, or vacant land into productive assets which support sustainable long term goals.

- Anti-Discrimination Policy (if applicable)
  - Describe your organizations' anti-discrimination policy.  
Tecta America provides equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state or local laws. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.
- Vendor Certifications (if applicable)
  - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Trades: CONTRACTOR

License Number: 17327  
 State: AZ  
 Trades: CONTRACTOR  
 License Number: ROC268373  
 State: AZ  
 Trades: K-42 ROOFING  
 License Number: ROC240655  
 State: AR  
 Trades: CONTRACTOR  
 License Number: 176510411  
 State: AR  
 Trades: CONTRACTOR  
 License Number: 6890411  
 State: CA  
 Trades: CONTRACTOR  
 License Number: 864500  
 State: CA  
 Trades: CONTRACTOR  
 License Number: 811111  
 State: CA  
 Trades: CONTRACTOR B C33 C39  
 ASB

License Number: 108533  
 State: CT  
 Trades: STATE CONTRACTOR  
 License Number: 9614546000  
 State: DE  
 Trades: STATE CONTRACTOR  
 License Number: 2005205492  
 State: DE  
 Trades: CONTRACTOR  
 NONRESIDENT  
 License Number: 2003101239  
 State: DE  
 Trades: CONTRACTOR  
 NONRESIDENT  
 (GROUP CODE 335)  
 License Number: 2005206749  
 State: FL  
 Trades: CERTIFIED ROOFING  
 CONTRACTOR  
 License Number: CCC1326995  
 State: FL  
 Trades: CONTRACTOR

License Number: CCC1328756  
State: FL  
Trades: STATE of FLORIDA  
QUALIFIED BUSINESS  
License Number: QB0004388  
State: FL  
Trades: QB0004388  
License Number: CCC057634  
State: FL  
Trades: CERT. ROOFING  
CONTRACTOR  
License Number: CCC054767  
State: FL  
Trades: CERTIFIED ROOFING  
CONTRACTOR  
License Number: CCC1327174  
State: FL  
Trades: CERTIFIED ROOFING  
CONTRACTOR  
License Number: CCC014118  
State: FL  
Trades: ROOFING CONTRACTOR  
License Number: CCC1328756  
State: GA  
Trades: ROOFING CONTRACTOR  
License Number: L89024  
State: ID  
Trades: CONTRACTOR  
License Number: RCE31067  
State: IL  
Trades: ROOFING CONTRACTOR -  
UNLIMITED  
License Number: 104-015059  
State: IL  
Trades: ROOFING CONTRACTOR -  
UNLIMITED  
License Number: 104-015241  
State: IL  
Trades: CONTRACTOR  
License Number: 104-015129

State: IN  
Trades: CONTRACTOR  
(INDIANAPOLIS)  
License Number: C0027100  
State: IA  
Trades: CONTRACTOR  
License Number: 04030-06  
State: IA  
Trades: CONTRACTOR  
License Number: C000416  
State: IA  
Trades: CONTRACTOR  
License Number: C000412  
State: LA  
Trades: COMERICAL  
License Number: 44761  
State: LA  
Trades: COMERICAL  
License Number: 16271  
State: MD  
Trades: NON-RESIDENT  
CONSTRUCTION  
License Number: 15401053  
State: MD  
Trades: CONTRACTOR  
License Number: 13394902  
State: MD  
Trades: CONTRACTOR  
License Number: 30718185  
State: MD  
Trades: CONTRACTOR  
License Number: 30439539  
State: MN  
Trades: CERT. of AUTHORITY  
License Number: 20381592  
State: MS  
Trades: CONTRACTOR  
License Number: 15380  
State: MS  
Trades: ROOFING SHEET METAL

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

State: OH  
Trades: COLUMBUS  
CONTRACTOR  
License Number: G4542  
State: OR  
Trades: COMMERICAL G.C.  
License Number: 186215  
State: PA  
Trades: CONTRACTOR  
License Number: 11072519  
State: RI  
Trades: CONTRACTOR  
License Number: 24544334  
State: SC  
Trades: G.C.  
License Number: G10976  
State: SC  
Trades: CONTRACTOR  
License Number: 112352  
State: TN  
Trades: G.C.  
License Number: 24009  
State: TN  
Trades: CONTRACTOR  
License Number: 208783  
State: TN  
Trades: CONTRACTOR  
License Number: 62356  
State: UT  
Trades: CONTRACTOR  
License Number: 6789165-5501  
State: VA  
Trades: CLASS A VA  
CONTRACTOR  
License Number: 2701030688A  
State: VA  
Trades: CLASS A VA  
CONTRACTOR  
License Number: 2701023304A  
State: VA

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





|    | Legal Name  | Address                           | City             | State | Zip   |
|----|---|-----------------------------------|------------------|-------|-------|
| 1  | ABC Roofing, a Tecta America Company, LLC - Portland, OR                        | 11305 NE Marx St                  | Portland         | OR    | 97220 |
| 2  | Anthony Roofing Tecta America LLC - Aurora, IL                                  | 2555 White Oak Circle             | Aurora           | IL    | 60502 |
| 3  | Tecta America Arizona LLC - Phoenix, AZ   | 1824 W Broadway Rd                | Phoenix          | AZ    | 85041 |
| 4  | ARS, a Tecta America Company, LLC - Sioux Falls, SD                             | 1010 S Commerce Ave               | Sioux Falls      | SD    | 57110 |
| 5  | ARS, a Tecta America Company, LLC - Watertown, SD                               | 724 Oakwood Road                  | Watertown        | SD    | 57201 |
| 6  | B & L Sheet Metal & Roofing, a Tecta America Company, LLC - Bloomington, IN     | 1301 N Monroe St                  | Bloomington      | IN    | 47404 |
| 7  | Blackmore & Buckner Roofing, a Tecta America Company, LLC - Indianapolis, IN    | 9750 E 150th Street, Suite 1700   | Noblesville      | IN    | 46060 |
| 8  | Tecta America Carolinas LLC - Indian Trail, NC                                  | 13615 E Independence Blvd         | Indian Trail     | NC    | 28079 |
| 9  | Tecta America Carolinas LLC - North Charleston, SC                              | 4244 Scott Street, Suite B        | North Charleston | SC    | 29405 |
| 10 | C.E. Reeve Roofing, a Tecta America Company, LLC - Indianapolis, IN             | 5421 West 84th Street             | Indianapolis     | IN    | 46268 |
| 11 | Childers Roofing & Sheet Metal, a Tecta America Company, LLC - Jacksonville, FL | 1645 Jessie St                    | Jacksonville     | FL    | 32206 |
| 12 | Chris Andersen Roofing, a Tecta America Company, LLC - Hopelawn, NJ             | 95 New Brunswick Ave, Ste 1       | Hopelawn         | NJ    | 08861 |
| 13 | Tecta America Colorado LLC - Denver, CO   | 1881 West 13th. Ave               | Denver           | CO    | 80204 |
| 14 | Commercial Roofing, a Tecta America Company, LLC - Plover, WI                   | 2300 Maple Drive                  | Plover           | WI    | 54467 |
| 15 | Tecta America Amarillo CS LLC - Amarillo, TX                                    | 2214 S. Lincoln St                | Amarillo         | TX    | 79109 |
| 16 | Tecta America CS LLC - Lubbock, TX  | 5401 Acuff Rd                     | Lubbock          | TX    | 79403 |
| 17 | Tecta America Dakotas LLC - Fargo, ND   | 2315 7th Ave North                | Fargo            | ND    | 58102 |
| 18 | Tecta America Dakotas LLC - Grand Forks, ND                                     | 1810 N 6th St                     | Grand Forks      | ND    | 58203 |
| 19 | Tecta America Dakotas LLC - Minot, ND   | 205 42nd St SE, Suite 100         | Minot            | ND    | 58701 |
| 20 | Tecta America Dakotas LLC - Mandan, ND  | 213 Riverwood Ave SE              | Mandan           | ND    | 58554 |
| 21 | Tecta America Dakotas LLC - Devils Lake, ND                                     | 307 5th St SE                     | Devils Lake      | ND    | 58301 |
| 22 | Tecta America Dakotas LLC - Jamestown, ND                                       | 105 7th Ave SE                    | Jamestown        | ND    | 58401 |
| 23 | Tecta America East LLC Architectural Metals - Glen Rock, PA                     | 342 Commerce                      | Glen Rock        | PA    | 17327 |
| 24 | Tecta America East LLC - Baltimore, MD  | 5220 Pennington Ave               | Baltimore        | MD    | 21226 |
| 25 | Tecta America East LLC - Fruitland, MD  | 302 S Division Street             | Fruitland        | MD    | 21826 |
| 26 | Tecta America East LLC - Glen Rock, PA  | 342 Commerce                      | Glen Rock        | PA    | 17327 |
| 27 | Tecta America East LLC - Jessup, MD   | 7340 Montevideo Rd                | Jessup           | MD    | 20794 |
| 28 | Empire Roofing, Inc. - Ft. Worth, TX  | 4801 Esco Drive                   | Fort Worth       | TX    | 76140 |
| 29 | Empire Roofing, Inc. - El Paso, TX  | 1410 Gail Borden Place, Suite A-5 | El Paso          | TX    | 79935 |
| 30 | Empire Roofing Companies, Inc. - Houston, TX                                    | 16520 Central Green Blvd          | Houston          | TX    | 77032 |
| 31 | Empire Roofing Companies, Inc. - Pflugerville, TX                               | 16311 Central Commerce Drive      | Pflugerville     | TX    | 78660 |
| 32 | Empire Roofing Companies, Inc. - San Antonio, TX                                | 4260 Dividend Drive               | San Antonio      | TX    | 78219 |
| 33 | Empire Roofing and Sheet Metal, Inc. - Aurora, CO                               | 14101 East 33rd Place, Suite F    | Aurora           | CO    | 80011 |
| 34 | Empire Roofing of Oklahoma, Inc. - Tulsa, OK                                    | 1709 East King Place              | Tulsa            | OK    | 74110 |
| 35 | Empire Roofing of Oklahoma, Inc. - Oklahoma, OK                                 | 1025 Enterprise Avenue, Suite B   | Oklahoma City    | OK    | 73128 |
| 36 | Empire Roofing Company Southeast, LLC - Sunrise, FL                             | 4615 Northwest 103rd Avenue       | Sunrise          | FL    | 33351 |
| 37 | Empire Roofing Company Southeast, LLC - West Palm Beach, FL                     | 3110 45th Street, Suite F         | West Palm Beach  | FL    | 33407 |
| 38 | Empire Roofing of Georgia, Inc. - Atlanta, GA                                   | 5040 Bakers Ferry Rd SW           | Atlanta          | GA    | 30336 |
| 39 | Empire Roofing, Inc. - Nashville, TN  | 1645 Lebanon Pike Circle          | Nashville        | TN    | 37210 |
| 40 | Empire Roofing of Tennessee, LLC - Memphis, TN                                  | 1300 Lincoln Street               | Memphis          | TN    | 38114 |
| 41 | F.J.A. Christiansen Roofing Co., Inc. - Milwaukee, WI                           | 2101 W Purdue Street              | Milwaukee        | WI    | 53209 |
| 42 | Fort Wayne Roofing, a Tecta America Company, LLC - Fort Wayne, IN               | 4320 Ardmore Ave                  | Fort Wayne       | IN    | 46802 |
| 43 | Tecta America Illinois Roofing LLC - Lisle, IL                                  | 4813 Kingston Avenue              | Lisle            | IL    | 60532 |
| 44 | J Reynolds & Co., a Tecta America Company, LLC - Saginaw, TX                    | 369 Sansom Blvd                   | Saginaw          | TX    | 76179 |
| 45 | JB Roofing, a Tecta America Company, LLC - Tiffin, OH                           | 1480 S County Rd 594              | Tiffin           | OH    | 44883 |
| 46 | JB Roofing, a Tecta America Company, LLC - Worthington, OH                      | 510 E Wilson Bridge Rd, Ste B     | Worthington      | OH    | 43085 |
| 47 | JB Roofing, a Tecta America Company, LLC - Akron, OH                            | 1750 Wadsworth Road               | Akron            | OH    | 44320 |
| 48 | JB Roofing, a Tecta America Company, LLC - Louisville, KY                       | 4045 McCollum Court               | Louisville       | KY    | 40218 |
| 49 | J.P. Patti Tecta America LLC - Saddle Brook, NJ                                 | 365 Jefferson St                  | Saddle Brook     | NJ    | 7663  |
| 50 | Katchmark Construction, a Tecta America Company, LLC - Chantilly, VA            | 3856-A Dulles South Court         | Chantilly        | VA    | 20151 |
| 51 | Katchmark Construction, a Tecta America Company, LLC - Chesapeake, VA           | 119 Bruton Court                  | Chesapeake       | VA    | 23322 |
| 52 | Mahaney, a Tecta America Company - Wichita, KS                                  | 2822 North Mead                   | Wichita          | KS    | 67219 |
| 53 | The Melanson Company, a Tecta America Company, LLC - Keene, NH                  | 353 West Street, P.O. Box 523     | Keene            | NH    | 3431  |
| 54 | The Melanson Company, a Tecta America Company, LLC - Bow, NH                    | 5 Ferry Rd                        | Bow              | NH    | 3304  |
| 55 | The Melanson Company, a Tecta America Company, LLC - Bennington, VT             | 1325 Harwood Hill, P.O. Box 1535  | Bennington       | VT    | 5201  |
| 56 | The Melanson Company, a Tecta America Company, LLC - Rutland, VT                | 118 Spruce Street, P.O. Box 237   | Rutland          | VT    | 5701  |
| 57 | The Melanson Company, a Tecta America Company, LLC - Williston, VT              | 252 Avenue C                      | Williston        | VT    | 5495  |
| 58 | Metalcrafts, a Tecta America Company LLC - Savannah, GA                         | 4522 Ogeechee Rd                  | Savannah         | GA    | 31405 |
| 59 | Tecta America Metro New York LLC - Belleville, NJ                               | 38 Roosevelt Avenue               | Belleville       | NJ    | 7109  |
| 60 | Tecta America New England LLC - North Billerica, MA                             | 2 Sterling Rd                     | North Billerica  | MA    | 1862  |
| 61 | Tecta America New England LLC - East Hartford, CT                               | 105 Cherry Street                 | East Hartford    | CT    | 6108  |
| 62 | Tecta America New England LLC - Portland, ME                                    | 1093 Riverside Street             | Portland         | ME    | 4103  |

|    |  |                              |                 |    |       |
|----|--|------------------------------|-----------------|----|-------|
| 63 | Tecta America New England LLC - Brockton, MA                                   | 1010 W Chestnut St,          | Brockton        | MA | 2301  |
| 64 | Tecta America Oklahoma LLC - Muskogee, OK                                      | 3143 N 32nd St               | Muskogee        | OK | 74401 |
| 65 | Oshkosh Industrial Roofing & Sheetmetal, a Tecta America Company - Oshkosh, WI | 4868 County Rd A             | Oshkosh         | WI | 54901 |
| 66 | Pioneer Roofing, a Tecta America Company, LLC - Johnson Creek, WI              | 151 Maple St                 | Johnson Creek   | WI | 53038 |
| 67 | Roof Services, a Tecta America Company, LLC - Virginia Beach, VA               | 3056 Holland Road            | Virginia Beach  | VA | 23453 |
| 68 | Roof Services, a Tecta America Company, LLC - Richmond, VA                     | 2621 Cogbill Rd,             | Richmond        | VA | 23234 |
| 69 | Roof Services of New York, a Tecta America Company, LLC - Deer Park, NY        | 48 W Jeffry Blvd             | Deer Park       | NY | 11729 |
| 70 | Roof Systems of Maine, a Tecta America Company, LLC - Bangor, ME               | 332 Target Industrial Circle | Bangor          | ME | 4401  |
| 71 | Roofing Services and Solutions, a Tecta America Company, LLC - St. Louis, MO   | 3810 Paule Ave, St           | St. Louis       | MO | 63125 |
| 72 | Roofing Services and Solutions, a Tecta America Company, LLC - Columbia, MO    | 1835 Old Highway 40 East     | Columbia        | MO | 65202 |
| 73 | Schwickert's Tecta America of Mankato LLC - Mankato, MN                        | 221 Minnesota St             | Mankato         | MN | 56001 |
| 74 | Schwickert's Tecta America LLC - Savage, MN                                    | 8600 West 125th St           | Savage          | MN | 55378 |
| 75 | Schwickert's Tecta America LLC - Stewartville, MN                              | 204 Schumann Drive           | Stewartville    | MN | 55976 |
| 76 | Schwickert's Tecta America LLC - Lawrence, KS                                  | 1841 E 1450 Rd               | Lawrence        | KS | 66044 |
| 77 | Tecta America Sacramento Inc. - Rancho Cordova, CA                             | 3257 Fitzgerald              | Rancho Cordova  | CA | 95742 |
| 78 | Tecta America Seattle LLC - Seattle, WA  | 9500 Aurora Ave North        | Seattle         | WA | 98103 |
| 79 | Tecta America South Florida, Inc. - Deerfield Beach, FL                        | 1431 SW 30th Ave             | Deerfield Beach | FL | 33442 |
| 80 | Tecta America South Florida, Inc. - Hialeah, FL                                | 4500 E 11th Avenue           | Hialeah         | FL | 33013 |
| 81 | Tecta America Southeast LLC - Cumming, GA                                      | 5085 Shiloh Rd               | Cumming         | GA | 30040 |
| 82 | Tecta America Southeast LLC - Birmingham, AL                                   | 5578 Morgan St               | Birmingham      | AL | 35210 |
| 83 | Tecta America Southeast LLC - Sanford, FL                                      | 588 Monroe Rd                | Sanford         | FL | 32771 |
| 84 | Tecta America Southeast LLC - Jacksonville, FL                                 | 530 Ellis Rd. South          | Jacksonville    | FL | 32554 |
| 85 | Tecta America Southern California Inc. - Santa Ana, CA                         | 1217 Wakeham Ave             | Santa Ana       | CA | 92705 |
| 86 | Tuscano-Maher Roofing, Inc., a Tecta America Company - Saltsburg, PA           | 373 Mowen Rd                 | Saltsburg       | PA | 15681 |
| 87 | Tecta America WeatherGuard LLC - Schenectady, NY                               | 2003 Chrysler Ave            | Schenectady     | NY | 12303 |
| 88 | Tecta America West Florida LLC - Tampa, FL                                     | 5429 N 56th St               | Tampa           | FL | 33610 |
| 89 | Roofing Constructors, Inc. d/b/a Western Roofing Service - San Leandro, CA     | 15002 Wicks Blvd             | San Leandro     | CA | 94577 |
| 90 | Wolfe Roofing, a Tecta America Company, LLC - Reading, PA                      | 3907 Pottsville Pike         | Reading         | PA | 19605 |
| 91 | Tecta America Zero Company LLC - Cincinnati, OH                                | Cincinnati                   | 6225 Wiehe Road | OH | 45237 |
| 92 | Tecta America Zero Company LLC - Huber Heights, OH                             | 6104 Executive Blvd          | Huber Heights   | OH | 45424 |
| 93 | Tecta America Zero Company LLC - Columbus, OH                                  | 1330 Stimmel Road            | Columbus        | OH | 43223 |

Key Contact for this Contract, regardless of project state/location, is:

Andy Carr

National JOC/Cooperative Contracts Manager

9450 W. Bryn Mawr, Suite 500, Rosemont, IL 60018

(708)451-0743

acarr@tectaaamerica.com

## **TAB 5**

### **PRODUCTS AND SERVICES**

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Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

#### **Warranty**

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

#### **Products**

- Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

#### **Construction**

- Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

The following is a list of suggested (but not limited to) Job Order Contracting categories. List all categories along with manufacturer that you are responding with:

- NCPA is seeking sealed proposals for job order contracts for this procurement in accordance with state statutes governing Job Order Contracting where the work occurs.
- The purpose of this procurement is to award job order contract(s) for the performance of a broad range of construction services. These include minor construction, repair, renovations, alterations, and maintenance projects on an as-needed basis as may be required by the end user (NCPA member) of a facility for work of a recurring nature in which the delivery times are indefinite and for indefinite quantities and for orders that are awarded substantially on the basis of pre-described and pre-priced tasks.
- The contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for construction work. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by NCPA client partner. The specific work requirements will be identified in Work Orders to be issued by NCPA client partner.

- A contract will be established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB). When a specific project or job order is issued, NCPA member and the contractor will agree on the scope of work and the cost is determined by applying the coefficient to the appropriate units in the UPB.

#### Information to Offerors

- Bonding for the proposal requires a surety letter of \$10 million (ten million dollars).
- Those companies seeking multiple state awards should provide contractor license to work in the requested states and propose a separate coefficient for each. If a proposer is awarded a contract for the requested states and later decides to request additional states to work in under the contract, then a written request must be made to NCPA requesting the additional state(s). In addition, the contractor must provide proof of license and bonding capability to work in the requested new state(s) along with proof of insurance and other relevant documents. It is the intent of NCPA in this document to meet each state's statutory requirements for performing Job Order Contracting services in that jurisdiction.
- It is the intention of NCPA to issue these contracts to give the NCPA agencies a choice of contractors under best value to them.
- The contractor agrees to use as required Davis Bacon (See the UPB) or local wage rates that apply with some of the NCPA agencies. The agency must supply any Davis Bacon or local wage rates requested.
- The respondent can use either or both the current annual edition of RS Means Facilities Construction Procurement Catalog as well as the Sierra West Construction Cost Data Book and quarterly adjustments as their UPB used.
- Contractors will be required to use either use either Sierra West Group, BRIX JOC Works Edition, or 4 Clicks Project automated JOC software in preparing line item estimates. Contractor will supply at no charge one copy of SWG, BRIX JOC Works Edition to NCPA with training if requested.
- The proposal coefficient should provide reasonable oversight for Architectural and Engineering (A&E) design as it may be required by some participating agencies to meet both local and state requirements. The contractor should expect as part of its coefficient those services that are required to obtain building permits and meet local and state standards for design and oversight. Participating Agencies may determine whether A&E services will need and may select the engineering or architectural services in accordance with state and local statutes. Services may be provided via its own staff, subcontractor, or working with the client's managers, architects and engineers wherever such professional architectural and engineering services are required. The contractor may pay for the engineer or architectural services with the NCPA agency's concurrence as per state statutes where the proposed work is to be done. However, the NCPA agency member may select the engineering or architectural services in accordance with state statutes.

- A&E selection and fees for this service will meet the requirements of the State that the work is performed for such selections and fee negotiations and where the NCPA agency member's engineer or architect will approve possible design services. If the NCPA member agency does not have these services on staff or under direct contract, then the NCPA member agency must make the selection per state law. NCPA reserves the right to modify this section per future changes or clarifications in the code or statutes.

- AIA master text specifications or NCPA member agency approved equivalent and all applicable local, state and national codes will apply to work done under this contract.

- The NCPA fee will be included in the contractors priced coefficient and will not be issued as a separate line item in any job order proposals issued to NCPA member agencies. This contract management fee will be paid to NCPA quarterly. If the job order has progress payments on large DOs the contractor will report and pay these proportions with the next quarterly report. See Tab 2, Fees and Reporting

- NCPA encourages the use of HUBs, MWBEs and SBEs both as prime and subcontractors. However they must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify their subcontractors. Some NCPA member agencies will have a set goal for subcontracting requirements and will require that a plan be attached as an addendum to the outlining how the contractor will endeavor to meet their goal. Specific plans as part of the contractors' business plan to meet these goals will be part of the overall contractors evaluation process as well as selection process for certain client members as a requirement for their delivery orders.

- It is the intent of NCPA to award these contracts without discussion. If at the sole discretion of NCPA the coefficients for a scope of work are not competitive, NCPA reserves the right to conduct discussions and negotiations with the successful offerors. If in the opinion of NCPA these negotiations have failed, NCPA will cease negotiations with that offeror and begin negotiations with the second best offeror.

- RS Means and or Sierra West will be the unit price books acceptable for use for this contract using SWG Current Construction Costs, JOC Works Ed. and/or the RS Means right hand column ("Total Inc. O & P") and the most recent editions (this will include any periodic editions such as quarterly updates. ) RS Mean's 12-digit line numbers or Sierra West's 13 digit line numbers will be used in line item estimates for NCPA member agencies. Contractors at their expense will make copies of the UPB available to the client upon request via electronic or printed media. SWG Current Construction Costs, JOC Works Ed and/or JOC Works or 4Clicks Project Estimator will be the preferred software for preparing line item estimates.

- While division one of the UPB will not be generally allowed, special requirements out of division one may be allowed with the approval of the NCPA member agency and listed as a separate line item with an attachment giving an explanation as to the special need. One example would be a dedicated onsite safety officer and/or a delivery order manager and/or superintendent at all times during construction. Unless this is a very large DO, it would not be covered in the JOC coefficient. The mere signing of the Purchase Order without the noted exception and approval is not sufficient.

- As defined, the contractor's bid coefficient shall include all overhead items such as office, safety equipment, vehicles and fuel, communication equipment, computers, printers, programs, insurance maintenance, NCPA management fee (3% of Purchase order less bond and sales tax), final site cleanup, Job Order Contract Estimating Workshop session and all contingencies. All project management, administration, and sufficient jobsite supervision are to be included in contractor's bid coefficient as well as any other main office or project overhead and profit items.

- Items that are not found in the UPB will be listed as "non-pre-priced". This does not include previously discussed design and engineering costs. The contractor will provide three prices to establish the average bare cost for each item and add in the Overhead and Profit (OH/P) based upon the contractor's coefficient. This line item will then be negotiated with the NCPA member agency and, when approved, the item will then be added to the price book for future projects and will no longer be considered non-pre-priced. The need for this special treatment needs to be addressed in the line item estimate and agreed to by the NCPA member agency and NCPA.

- Business forms and reporting criteria including audit function will be uniform for all of the contractors and be established by NCPA.

- Performance bonds will be required on all Job Orders over \$100,000 and payment bonds on all job orders over \$25,000 or meeting the NCPA member agency's local and state requirements. A letter from a surety company that is licensed to do business in the state requested attesting to its willingness to bond your company for \$10 million dollars must be submitted with your RFP response. Contractors may need to provide additional capacity as job orders increase. Bonds will not require a fee to be paid to NCPA. The actual cost of the bond will be a pass through expense to the NCPA member agency and added to the purchase order.

- The contractor, at his expense and included as part of overhead, will provide adequate insurance coverage meeting at a minimum the requirements of the State of Texas or the state where the job is located. The contractor, if awarded a contract, will provide within 14 days but prior to the commencement of any construction, a certificate of insurance showing that NCPA has been named as additional insured. If the NCPA member agency has higher insurance requirements, than those requirements may be added as an addendum to the purchase order.

- Texas law requires that public works over \$8,000.00 be conducted under the supervision of an engineer and over \$100,000.00 with an architect. Statutes of the state where the job is located will govern requirements for an engineer and/or architect.

- Recognized holidays include: Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

- In estimating delivery orders, the contractor shall endeavor not to micro estimate line items. Micro estimating is the intentional breaking down of projects into their smallest components when a single line item or two would suffice. An example would be the need to replace a door and it is obvious that a pre-hung door and frame would be the fastest and cheapest route to use. Instead of the single line item defining the pre-hung door the estimator breaks down this portion of the job into individual line items such as door

frame, hinges and screws which will unnecessarily drive up the cost to the client member. This should be avoided and will be looked for during the audit cycle.

### Scope of Services

- The specific scope of work for each job order shall be determined in advance and in writing between NCPA member agency and the Contractor.
- It is acceptable for the NCPA member agency to provide a general scope, but the contractor should provide a written scope of work to the NCPA member agency as part of the proposal. Once the scope of the job order is agreed to, the NCPA member agency will issue a PO with the line item estimate referenced as an attachment along with bond and any other special provisions agreed to for the NCPA member agency. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.
- Once the selected contractor is approved by the NCPA member agency, the choice being made by the agency's other NCPA contractors will no longer market this NCPA member agency without approval of the NCPA marketing manager. The NCPA member agency may replace or use more than one NCPA contractor. The NCPA member agency may consult with NCPA about their needs if deemed necessary.

### Contract and Documents

- The contract shall include the contract, its terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the contractor's proposal. Once signed, if the contractor's proposal varies or is unclear in any way from the NCPA contract, NCPA, at its sole discretion, will decide which provision will prevail.
- The Unit Price Book (UPB), will be either or the current edition of RS Means Facilities Construction Procurement Catalog or if published RS Means Job Order Contracting cost data or SWG Current Construction Costs, JOC Works Ed. The current edition AIA Master Text specifications and all applicable national, state, and local laws, codes, standards and regulations shall be followed.
- Other documents to be included are the contractor's proposals, task orders, purchase orders and any attachments, which have been issued.

### Project Delivery Order Procedures

- The NCPA member agency, having executed the NCPA Master Intergovernmental Cooperative Purchasing Agreement during registration and/or an inter-local agreement approved by their board or designated agent may make a request of the contractor under this contract when the member has services that need to be undertaken. Notification may occur via phone, the web, e-mail, fax, or in person.
- Upon notification of a pending request, the contractor shall make contact with the client as soon as possible. Contractor shall visit the member's site and conduct a walk-

through/project scoping with the member's representative to define the scope. Contractor's representative shall perform due diligence to request and gather all available project relevant existing conditions and record documents from client to include, but not limited to, hazardous materials surveys and other relevant documents.

- The contractor and the member will agree on the time when the job order proposal will need to be reviewed for approval by the client member. The contractor will then prepare a job order proposal including a written scope of work using an automated software system that will provide a line item estimate of the individual tasks, the quantities, the city cost index, his bid coefficient, and any applicable cost additions including any possible division one line items and design work that may be required and in need of approval. Information on those division one items that may be included can be found in information for offerors.
- Contractors will be required to submit Job Order proposals and shall provide a line item estimate based upon their coefficient and the UPB for that scope of work which must be reviewed and agreed to by the client prior to their issuance of a PO and DO.
- Minimal design work should be covered in the contractor's applicable coefficient, and this design work shall use in house staff or a teamed sub-consultant. In all cases where significant design changes occur, the A/E selection shall conform and be based upon qualifications of the design personnel according to applicable state law for selection and negotiation of fees. The client may select an architectural consultant or use their own design capabilities providing the plans to the contractor.
- The line items taken from the UPB and the estimated quantities totaled will be modified with the application of the city cost index and the contractor's coefficient. Any adjustment factors from division one will be added to establish the final price as agreed to for the project. Cost adjustment factors, as allowed, must clearly identify those individual tasks (line items) to which they are applicable and include corresponding percentage.
- The client will then review the proposal and if the member's representative is in agreement with the proposed pricing and schedule, then other terms and requirements of the job order will be issued that will contain the approved job order proposal (scope of work) and the Purchase Order (PO). The PO will include the lump sum price, start date, schedule and notice to proceed and will be signed by both parties as a lump sum fixed price contract.
- In the event of an emergency such as hurricanes, tornados, flooding, or fire, the contractor will endeavor to meet with the client within two hours (if possible), expediting these procedures with verbal job orders and a signed field book by the member's designated agent and the NCPA contractor. Work may commence immediately as required; however, documentation must be provided as soon as possible for this work or for any additional long term job order requirements.

#### Schedule of Projects

- Scheduling of projects will be accomplished when the client issues a purchase order that will serve as "the notice to proceed" and will contain the job order as an attachment



based upon the negotiated line item estimate and approved JOB Order proposal. For large projects a Construction Project Management (CPM) schedule should be included with the proposal. The effective start and end dates will come from the dates approved in the proposal. The construction performance period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the contractor shall notify the client and have the client inspect the work for acceptance under the scope and terms in the PO. The client will issue in writing any corrective actions that are required. Upon completion of these items the client will issue a completion notice and final payment will be issued.

#### Associated Project Support Requirements

- This will consist of the following points. (1) The contractor shall remove movable desks and furniture in the work area and place it back in the required location upon completion. (2) The purchase, delivery and storage of project construction materials should not interfere with the clients operations. (3) Damages that occur to the client's facilities or equipment must be repaired or purchased to like or better condition by the contractor at no charge. (4) All permits will be acquired by the contractor and invoiced at cost as part of the purchase order, unless the client member provides them.
- If there is a dispute between the contractor and client, NCPA or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party.
- NCPA or its representative reserves the right to inspect any project and audit the contractors NCPA project files, documentation and correspondence.
- The contractor will provide to his project offices with minimal down time (24 hours service calls) a computer system with applicable software including Microsoft Office, JOC project estimating software (JOC Works or 4Clicks Project Estimator) such as RS Means current edition or SWG Current Construction Costs, JOC Works Ed. This software shall be compatible with currently utilized edition of RS Means or Sierra West Group. The contractor may not alter these programs in any form or manner. Updates of Sierra West Group or quarterly RS Mean software or revised yearly editions will be allowed. Each job order proposal submitted to the client will contain a computer generated line item estimate, and this estimate shall have been generated by one of the approval software programs. The printout will contain all of the unit price book items, quantities, pricing and total cost.
- Utilities at the job sites will be furnished free of charge to the contractor by the NCPA member agency. Water will be furnished free, with all of the taps, connections and associated equipment supplied free of charge to the contractor or supplied by the contractor and charged to the NCPA member agency. Upon project completion, the connections will be removed at the direction of the NCPA member agency
- It is the contractor's responsibility to analyze his electrical needs and the ability of the client's facility to accommodate his request. The electricity at the job site will be free to the contractor. It will be the responsibility of the contractor to coordinate his requests and

needs with the NCPA member agency. If additional capacity is required, the contractor is responsible for arranging for the equipment, the installation and removal at his own expense. If possible, the NCPA member agency will make toilet facilities available or the contractor will make arrangements for portable toilets.

#### Safety/Environmental Plan

- The contractor shall, upon award, submit a more detailed safety plan within 14 days and prior to commencement of work. It should specifically address how the contractor will implement this plan with the subcontractors. The safety plan will need to address OSHA compliance, environmental compliance, drug testing, trend analysis and noncompliance corrective action. It should also state whether a safety officer would interact with the NCPA member agency's staff and management of safety and environmental issues while working in occupied areas.

#### Quality Assurance/Quality Control Program

- The contractor shall, upon award of a contract, submit a QA/QC plan within 14 calendar days and prior to commencement of work. 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 NCPA member agency's staff.

#### Subcontracting Plan

- The contractor shall submit an updated subcontracting plan within 14 calendar days. 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 contractor will implement his safety plan with subcontractors (may reference the contractor's safety plan). The subcontractors will be held to the same standards as the JOC contractor.
- A distinct portion of the subcontracting plan needs to deal with attracting, utilizing and mentoring small and disadvantaged businesses including how your company will attract these firms.

#### Project General Manager and Key Staff

- The contractor's PGM should be knowledgeable in multiple construction divisions. It is also important that the PGM has managed plumbing, concrete, electrical, painting, HVAC and mechanical in multi-discipline projects. The PGM should have experience in managing multiple projects at diverse locations. The PGM should be a team builder and

be versed in JOC or have attended a course in JOC. The PGM should understand the contractual nature of JOC versus hard bid contracts and change notices.

#### Project General Manager & Key Personnel

- The PGM shall have had experience as a program or construction manager. He should be well versed in job order contracting (JOC). He should be personable and be able to build confidence with NCPA and his company's team (including subcontractors) and the JOC Choice client members he is serving. It is preferred that the PGM have actual JOC experience, however attendance in a course on JOC will be acceptable. He should show the ability to multi-task handling multiple task orders simultaneously over an extensive geographic area. He should have experience in working with both architects and engineers on projects. He must be able to demonstrate that he understands the importance of all aspects of the NCPA program to include marketing, communication, business practices, subcontractors, and teaming.
- The PGM should show experience in scheduling and critical path analysis. The PGM should show a broad ability to quickly trouble shoot problems with an attitude of what is best for the client member. The PGM should be able to show with references that he has had extensive experience with and the ability to work with many small subcontractors and in some cases aiding and teaching (mentoring) as appropriate for future partnering on task orders.
- In all cases, the PGM should show a willingness to explain each line item estimate to the NCPA member agency in a team concept. The PGM should be considering cost saving measures as well as the NCPA member agency's budget constraints in making recommendations.

## **TAB 6**

### **REFERENCES**

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Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

All references should include the following information from the entity:

- Entity Name
- Contact Name and Title
- City and State
- Phone
- Email
- Years Serviced
- Description of Services
- Annual Volume

**REFERENCES UPLOADED VIA SEPARATE PDF  
FILE TO MAINTAIN CONFIDENTIALITY**

## **TAB 7 PRICING**

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### **Pricing Matrix Uploaded Separately to Bonfire**

Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

Price lists must contain the following:

- Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
- Description
- Vendor's List Price
- Percent Discount to NCPA participating entities

Not To Exceed Pricing

- NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
- The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
- NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

The awarded Vendor(s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including, but not limited to, Texas Government Code Chapter 2258, applicable to the construction of a public work, and any related federal requirements, including the Davis-Bacon Act, applicable to this RFP and/or NCPA members. The NCPA member shall notify the awarded Vendor of the applicable pricing / prevailing wage rates and must apply any local wage rates requested. The awarded Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by the NCPA member.

Proposers are welcome to submit a proposal regionally or statewide. The matrix below is set-up with four (4) columns that address the following:

- Preference - is the listing in numeric order of the contractor's area of preference.
- Region - If you desire to price a single region, list the region as number one and any additional regions that you would like to be considered for in the order of preference for each region priced.
- City Cost Index - If you desire to price a single city, list the city as number one and any additional cities that you would like to be considered for in the order of preference for each city priced.
- Coefficients Regular Hours - the priced coefficients for each region that you are willing to work in shall be listed for both regular hours\* (State your regular hours span from A.M. to P.M.)

- Coefficient After Hours - the priced coefficient for weekends, holidays and hours outside of regular hours. The coefficient must be rounded to the nearest second decimal place, e.g. .394 would be rounded to .39.



## Tab 8 – Value Added Products & Services

### I. Tecta Service Programs

#### A. TectaRepair

With experienced, dedicated service departments in every Tecta operating unit across the nation, Tecta can respond to roofing problems and leaks immediately.

#### **Summary of Tecta's ability to support Members of the NCPA:**

- Tecta's National Service Center – Centralized ease of use
- Customer focused solutions – Roof Asset Management
- 24/ 7/ 365 Emergency Response
- Disaster Response – Hurricanes, tornadoes, snow removal
- Tecta is authorized by every major manufacturer for warranty service
- Can extend existing warranties
  - Quality replacements and industry relationships
  - All manufacturers
  - All system types
  - In many cases, we are a manufacturer's biggest customer
  - Best opportunity to leverage purchases

#### B. TectaCare

Tecta's program of planned maintenance visits will help avoid unexpected problems and costly business interruptions, therefore extending the life of your roof.

Tecta will perform a thorough audit of each roof by a Tecta trained/certified inspector:

- Visual inspection of every roof area
- Tecta Tracker Data Entry
- CAD Drawings
- RAP Scores, Immediate repairs needed, additional work
- Core sampling
- Maintenance and Housekeeping (optional)
- Safety
- Existing Warranty Collection

Upon conclusion of the audit – portfolio recommendations are made for short term, mid-term, and long-term repairs and replacement as well as on-going maintenance.

All your roofing needs will be one phone call away at 855.ROOF.360. The Tecta Customer Solutions Center is the state of the art centerpiece of Tecta's commitment to customers who manage multiple facilities across a number of locations. With an average dispatch time of less than 9 minutes, Tecta's 24-hour Customer Solutions Center provides one immediate point of contact. And of the 53,000 service calls dispatched nationwide on an annual basis, the average time to complete leak repairs is within 48 hours of initial contact.



For ANY roofing need, anytime, Tecta America's Customer Solutions Center professionals are available 24/7/365 – by phone, fax or email. Tecta confirms the order and schedules your service call; response time less than 6 minutes. Emergency calls receive priority treatment with a response time of four hours or less.

C. TectaPlan

Powered by TectaTracker, our proprietary roof asset management system is designed to managing your facilities' portfolio. Tecta provides online access to all your critical roof information 24/7. All service records, photos, and proposals are maintained and available via TectaTracker, Tecta's web-based roof asset management database.

D. TectaResponse

Tecta's severe storm recovery program guarantees priority access to roofing professionals immediately after a weather event to inspect and stabilize your roof, minimize roof damage, reduce downtime and quickly get your business back on track.

E. TectaTracker

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

**Tecta Tracker Database**

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

**Powered by TectaTracker:**

Detailed Documentation

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

Roof Assessor

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

Reports

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





#### Financial Planner

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

#### **Program Benefits**

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

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

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

## II. Tecta Construction Services

### A. Design-Build Projects

In today's developer market, Design-Build is a method commonly used to consolidate the responsibilities of the architect and the builder and accelerate the project delivery. For a Design-Build project, the design and construction services are contracted by a single entity, thereby minimizing risks for the project owner and reducing the delivery schedule by overlapping the design phase and the construction phase. Tecta helps streamline your project delivery through a single contract between the owner and the design-build team, which fosters collaboration and teamwork between the designers and builders. The result is a faster project with lower costs and fewer change orders.

### B. Architectural & Engineering Services

Tecta serves as the prime contracting entity and project lead while partnering with A&E firms providing a full range of architectural services related to the planning, programming, design, document production, cost estimation, bidding, and construction observation of capital projects and maintenance, alteration and repair projects.



C. Project Management

As your project manager, Tecta handles the planning, coordination, and execution of your construction project, whether it's agricultural, residential, commercial, institutional, industrial, heavy civil, or environmental. We direct and coordinate resources and tasks throughout the life of a project by using modern management techniques to achieve predetermined objectives of scope, cost, time, and quality. Project management includes complicated tasks that require a dynamic response using strong skills in communication, deep knowledge of the building process, and the ability to problem-solve. At Tecta, our Project Managers have all of these skills, plus the knowledge of finance, mediation, law, business, and more, allowing us to excel in this area.

D. Historic Restoration

Whether your building has historic significance that must be protected, or you need to integrate modern technology into an antiquated facility, or your building's fragile façade needs meticulous restoration, Tecta understands the careful planning, coordination, and attention to detail that is required to get the job done. Our extensive experience ensures the success of your restoration or renovation project. We understand and appreciate the value of preserving history and returning facilities to their original grandeur.

E. Renovation & Interior Remodeling

Renovating or remodeling a building or office space is vastly different from new construction. It takes an experienced builder to maximize value and minimize disruption in these types of projects. We help our clients understand the interior and/or exterior renovation process including the full scope of what to expect, along with accurate time and cost estimates.

F. Exterior Envelope & Waterproofing

The exterior envelope is the most critical component of your building. In addition to being the physical barrier between the conditioned and unconditioned environment surrounding your building, it is also the most visible component of your facility. We specialize in all types of vertical exterior finishes (wood, stucco, metals, EIFS, etc.) and waterproofing systems, whether new construction, repairs, or maintenance.

There are many components to the exterior of your building that must work in unison. That's why we offer the highest quality of workmanship and offer proven products, systems and services to keep your assets protected from the elements.

SUPPORTED NAICS CODES

236210 - Industrial Building Construction  
236220 - Commercial and Institutional  
Building Construction  
238110 - Poured Concrete Foundation &  
Structure Contractors  
238160 - Roofing Contractors  
238190 - Foundation, Structure and Bldg  
Exterior Contractors  
238210 - Electrical and Other Wiring  
Installation Contractors

238220 - Plumbing, Heating, and Air-  
Conditioning Contractors  
238310 - Drywall and Insulation Contractors  
238390 - Other Building Finishing  
Contractors  
238910 - Site Preparation Contractors  
238990 - All Other Specialty Trade  
Contractors  
541330 - Engineering Services  
541350 - Building Inspection Services

## **TAB 9**

### **REQUIRED DOCUMENTS**

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- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

## FEDERAL FUNDS CERTIFICATIONS

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

### APPENDIX II TO 2 CFR PART 200

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

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror 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.

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

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to 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

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

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

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

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

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

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

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

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

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

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

(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 OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- 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.
- 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.
- 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 all subrecipients shall certify and disclose accordingly.

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 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.

#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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

#### **CERTIFICATION OF ACCESS TO RECORDS**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial 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. This right of access will last only as long as the records are retained.

#### **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.



## **CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE**

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

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

## **CONTRACTOR REQUIREMENTS**

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### **Contractor Certification**

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

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

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

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

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

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

### **Fingerprint & Background Checks**

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

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

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

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

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

## REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

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### ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) 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 the FTA Administrator, the U.S. DOT Office of the Inspector General, 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 non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain 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. The right of access detailed in this section continues only as long as the records are retained.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.*

### CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq.", and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
  - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

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

## **DISADVANTAGED BUSINESS PARTICIPATION**

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

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

## **ENERGY CONSERVATION REQUIREMENTS**

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

## **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

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

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8<sup>th</sup>, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

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

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

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

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

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

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

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

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

## **FEDERAL REQUIRED SIGNATURES**

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

Offeror TECTA AMERICA CORP

Address 9450 W. BRYN MAWR, SUITE 500

City/State/Zip ROSEMONT, IL 60018

Authorized Signature 

Date 07/27/2023



## ANTITRUST CERTIFICATION STATEMENTS

### TEXAS GOVERNMENT CODE § 2155.005

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

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

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

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

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

Company Name TECTA AMERICA CORP

Address 9450 W. BRYN MAWR, SUITE 500

City/State/Zip ROSEMONT, IL 60018

Telephone Number 708-451-0743

Fax Number 847-581-3880

Email Address acarr@tectaaamerica.com

Printed Name Andy Carr

Title National JOC/Cooperative Contracts Manager

Authorized Signature 

## STATE NOTICE ADDENDUM

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

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

[http://www.usa.gov/Agencies/State and Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

<https://www.usa.gov/local-governments>