

TO: HARBOR DEPARTMENT PURCHASING OFFICE
 500 Pier "A" Street
 Berth 161
 Wilmington, CA 90744

BID NO. F-1153 Page 1
 Show this number on envelope
 Contract No. 39995

1. COMPLETE CONTRACT

This entire Bid Request shall become the contract upon its execution by the Executive Director on behalf of the Harbor Department of the City of Los Angeles. The complete contract shall consist of the entire Bid (including Specifications), this page, terms and conditions, any addendums, and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor agrees, upon acceptance of this offer by the City, to furnish the goods and services herein specified according to the terms and conditions as set forth herein.

3. AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" on the reverse side of this form. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4. CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

When alternative provisions are requested, or options are offered, the contractor will be notified as to which provision, or option, is being accepted when notification is sent that the Contractor is the successful bidder.

5. DECLARATION OF NON-COLLUSION

The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure any advantage over other bidders.

6. LEGAL JUSTIFICATION

This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

EXECUTED AT: 7875 Telegraph Rd Pico Rivera CA 90660 ON THE 17th DAY OF January, 2023
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Beacon Building Products

Phone 310-413-8783 Fax _____

Address 7875 Telegraph Rd Pico Rivera CA 90660

Street City State Zip
Christine S Reddy Christine S Reddy EXP, Corporate Secretary

Signature Printed Name Printed Title
[Signature] Jennifer Lewis Vice President

Signature Printed Name Printed Title **AFFIX CORPOR**

- a) **Two signatures:** One by Chairman of Board of Directors, President, or a Vice-President **AND** one by Secretary, Assistant Secretary, Clerk, Officer or an Assistant Treasurer.
- b) **One signature:** By corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

NOTARIZATION: Bids executed outside the State of California must be sworn to and notarized below.

Country of Franco
 State of Virginia S.S.
 Subscribed and sworn this date _____ 2023
 NOTARY PUBLIC
 REG. # 8001803
 COMMISSION EXPIRES 2/28/2026
 COMMONWEALTH OF VIRGINIA

In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below.
 By _____
 Executive Director Harbor Department
 Date _____

Approved as to form and legality
3/23 2023
 City Attorney
 BY [Signature]
 Deputy

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1153

<p><u>SUBMIT BID TO:</u> Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744</p> <p><u>OFFICE HOURS:</u> 7:30 a.m. – 4:30 p.m. Monday through Friday (excluding Holidays)</p> <p>Buyer: Jacquelyn L. Estrada, Procurement Analyst Email: JEstrada@portia.org</p>	<p>BID DUE BEFORE 2:00 P.M. January 27, 2023</p>
<p>BIDS WILL BE PUBLICLY OPENED</p>	

AFFIRMATIVE ACTION – AN APPROVED AA PLAN OR CERTIFICATION, IF NOT ON FILE, WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

LINE	DESCRIPTION	TAXABLE (Y/N)	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
SIKA SARNAFIL ROOFING SYSTEM						
1	PVC THERMOPLASTIC MEMBRANE - SARNAFIL G410-80 MILLFB WHITE 10'X80'	Y	EA	56	\$	\$
	PVC THERMOPLASTIC MEMBRANE CARLISLE FRS 135MIL WHITE 10' X 75'	Y	EA	60	\$1915.00	\$ 114,900.00
2	WATER-BASED MEMBRANE ADHESIVE - SARNACOL 2121 MEMO-ADHESIVE 5GL	Y	EA	99	\$	\$
	WATER BASED MEMBRANE ADHESIVE CARLISLE HYDROBOND 5 GAL	Y	EA	99	\$253.25	\$ 25,071.75
3	GEORGIA PACIFIC DENSDECK® PRIME ROOF BOARD - DENSDECK ½" PRIMED 4X8 PC 30PC/UNIT	Y	SH	1,050	\$ 28.448	\$ 29,870.40
					\$	\$
4	G 459 PVC THERMOPLASTIC MEMBRANE - SARNAFIL G459-60 MIL 6.56FT X 65.6 FT	Y	EA	42	\$	\$
	PVC THERMOPLASTIC MEMBRANE - CARLISLE 60 MIL 5"X100'	Y	EA	37	\$641.30	\$ 23,728.10
5	TWO-COMPONENT FOAMABLE POLYURETHANE ADHESIVE - SARNACOL OM BOARD ADHESIVE PRESSURIZED CANISTER, PART A	Y	EA	3	\$	\$
	TWO COMPONENT FOAMABLE POLYURETHANE ADHESIVE - CARLISLE FLEX FAST DUAL TANK PART A	Y	EA	3	\$ 895.95	\$2687.85
6	TWO-COMPONENT FOAMABLE POLYURETHANE ADHESIVE - SARNACOL OM BOARD ADHESIVE PRESSURIZED CANISTER, PART B	Y	EA	3	\$	\$
	TWO COMPONENT FOAMABLE POLYURETHANE ADHESIVE - CARLISLE FLEX FAST DUAL TANK PART B	Y	EA	3	\$ 895.95	\$2687.85
7	SARNAFIL PHILLIPS #12 2-1/4 SCREW, 1,000 CT	Y	EA	13	\$	\$
	CARLISLE PHILLIPS #12 2-1/4" SCREW 1000 CT	Y	EA	13	\$ 115.35	\$1499.55

REQ. NO.: E-23-0334
 NOTIFY: R. Bustamante
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BIDDER MUST SIGN THIS BID ON PAGE 1. WET SIGNATURES REQUIRED.

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**CITY OF LOS ANGELES
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LINE	DESCRIPTION	TAXABLE (Y/N)	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
8	INSULATION SQUARE STRESS PLATE - SARNAPLATE 3" DIA INSULATION SQR	Y	BX	13	\$	\$
	INSULATION FASTENING PLATE - CARLISLE 3" DIA	Y	EA	13	\$ 234.55	\$ 3049.15
9	SARNAFIL PHILLIPS #15 2 SCREW, 1.000 CT	Y	EA	3	\$	\$
	CARLISLE PHILLIPS #15 2" SCREW 1000 CT	Y	EA	3	\$ 156.60	\$ 469.80
10	PVC THERMOPLASTIC MEMBRANE - SARNAFIL G410-60 ML WHITE 8" COVERSTRIP 8" X 100' RL	Y	EA	5	\$	\$
	PVC THERMOPLASTIC MEMBRANE - CARLISLE 60 ML WHITE 8" COVERSTRIP 8" X 100' RL	Y	EA	5	\$ 343.70	\$ 1718.50
11	EXTRUDED ALUMINUM TERMINATION BAR - SARNAFIL SARNASTOP, 10 FT	Y	EA	275	\$	\$
	EXTRUDED ALUMINUM TERMINATION BAR CARLISLE 10 FT	Y	EA	275	\$ 14.90	\$ 4097.50
12	PVC-COATED, HEAT-WELDABLE SHEET METAL - SARNAFIL SARNACLAD, 4X10	Y	SH	25	\$	\$
	PVC-COATED SHEET METAL CARISLE 4X10	Y	SH	25	\$ 335.85	\$ 8396.25
13	ROLLED-OUT, OPEN GRID, WALKWAY MAT - SIKA CROSSGRIP XTRA	Y	EA	6	\$	\$
	CARLISLE PVC CROSSGRIP 3' X 33' WHITE	Y	EA	6	\$ 1420.50	\$ 8523.00
14	ELASTOMERIC CONTACT ADHESIVE - SIKA STABOUND 148-A ADHESIVE	Y	EA	12	\$	\$
	CARLISLE BONDING ADHESIVE 5 GAL	Y	EA	12	\$ 307.25	\$ 3687.00

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LINE	DESCRIPTION	TAXABLE (Y/N)	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
15	ROOF CRICKET - EXPANDED POLYSTYRENE (EPS) FOAM - 20 PSI 2.5"/12" SLOPE, 12"/24" TAPERED BLANKS - EPS CRICKETS 39-SOS	Y	EA	1	\$	\$
	INSULFOAM 2# DENSITY 0.5" X 2.5" 4X4	Y	EA	1	\$5026.40	\$ 5026.40
16	COMMON CARRIER FREIGHT	N	LOT	1	\$1000.00	
17	DROP-SHIPPING COSTS	Y	LOT	1	\$	
18	DELIVERY BY VENDOR COSTS	Y	LOT	1	\$	
Grand Total (Excluding Taxes)					\$236,413.10	

REQ. NO.: E-23-0334
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(SHOW THIS NUMBER ON ENVELOPE)

BIDDER'S INSTRUCTIONS

REQUEST FOR QUOTATION BIDDER RESPONSIVENESS. In order to be responsive, bidders shall complete and return all Quotation documents requested by the Harbor Department ("City" or "Department"), including addenda, specifications, drawings and all forms.

It shall be the bidder's responsibility to **provide one (1) original and one (1) copy** of the completed Quotation documents. The original and all copies shall include all quotation documents requested by the Department, including addenda, specifications, drawings and all forms.

The Purchasing Agent may deem a bidder non-responsive if the bidder fails to provide all Quotation documents requested by the Department at the Quotation closing date and time.

ADDENDA. From time to time, the Department may deem it necessary to issue an addendum(a) to modify or cancel a Bid Request. Such addendum(a) will be available on the Port of Los Angeles internet website – www.portoflosangeles.org and the Los Angeles Business Assistance Virtual Network website – www.labavn.org. It is the responsibility of the bidder to be aware of and respond to any such addendum(a) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

BID SUBMITTAL TIMELINESS.

Bidders solely are responsible for the timeliness of their submittals. As such, bidders are cautioned to budget adequate time to ensure that their bids are delivered at the location designated at or before the deadline set forth above. Bidders are cautioned that matters including, but not limited to, internet outages, power outages, traffic congestion, security measures and/or events in or around the Port of Los Angeles, may lengthen the amount of time necessary to deliver the bid, whether the bid is submitted in person or by mail.

TECHNICAL CORRECTIONS. The Executive Director or designee is authorized to make minor technical corrections or clarifications in order to effectuate the intent of this contract/bid.

SPECIFICATION CHANGES. If provisions of the Specifications preclude bidder from submitting bid, he may request in writing that the specifications be modified. Such request must be received by the Purchasing Officer at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.

AWARD OF CONTRACT. Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the bidder. The City may make combined award of all items complete to one bidder or may award separate items to various bidders. Bidders may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. **The right is reserved to reject any, or all, bids and to waive informality in bids.**

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BID RECAPS. Bid recaps, with a summary of all bids received, will be posted to the following website within two weeks of the bid closing date: <https://www.portoflosangeles.org/business/contracting-opportunities/purchasing-bids>

CONTRACTUAL TERMS

SUPPLIER CONTACT INFORMATION:

Contact Person: Alex Abelson
Title: District Manager
Telephone: 310-413-6783
Fac: _____
Email Address: alex.abelson@becn.com

AUTHORIZED DISTRIBUTOR/DEALER.

Bidder must indicate if it is an authorized factory distributor/dealer for the manufacturer(s) being quoted (please check one and initial).

Yes: AA No: _____

If bidder is not an authorized distributor/dealer, the bidder shall submit with its Quotation a formal Letter of Certification from the manufacturer, stating that the manufacturer will honor any warranty claims by the City for equipment, parts, and/or materials provided by the bidder.

The manufacturer will be responsible for any default of the supplier that is not corrected by the supplier in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, troubleshooting, and correcting problems that are traceable to the manufacturer.

WARRANTY. Terms of warranty on new equipment offered. Free PARTS for defective parts and workmanship for the following time period after equipment has been accepted:

Parts: N/A

Please provide additional warranty terms with bid, if applicable

NEW AND UNUSED. The materials furnished shall be new and unused, current model or offering.

RECYCLED PRODUCTS. The Harbor Department desires the utilization of recycled materials, to the maximum extent possible. In the manufacturing of products for Harbor Department use, the product shall meet or exceed the product performance requirements specified in the Bid. Label must clearly denote post-consumer recycled percentage.

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DELIVERY

DELIVERY. Delivery is desired within ten (10) days after vendor receives order. If this time cannot be met, show in the space provided below, the best delivery time you can guarantee. The Harbor Department reserves the right to make award based on delivery time quoted.

Please specify delivery terms for parts and materials listed in Lines 1-15:

30 Days after receipt of order (ARO) for normally-stocked items.

_____ Days after receipt of order for special-order and non-stock items.

DELIVERY POINT. Please quote all delivery charges, F.O.B.:

Los Angeles Harbor Department

Stores Warehouse

500 Pier A Street

Wilmington, CA 90744-6433

Or, as directed by Harbor Department personnel

SHIPPING CHARGES. Please prepay and add shipping or delivery charges to your invoices. Ship cheapest way, unless otherwise specified herein, for goods to arrive within the time specified above. Please include copy of your freight bill with your invoice. AIR SHIPMENT MUST BE SPECIFICALLY AUTHORIZED BY STATEMENT ON THIS ORDER.

FINANCIAL CLAUSES

SALES TAXES. Do not include Sales Taxes in your Bid. Sales Taxes will be added at time of order.

TAXPAYER IDENTIFICATION NUMBER. Bidder declares that it has an authorized Taxpayer Identification Number (TIN), which must be indicated on all invoices. No payments will be made under this agreement without a valid TIN number.

SALES TAX PERMIT. Bidder's California State Board of Equalization Permit No. required to collect California State Sales Tax.

Permit Number: 101298051

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WITHHOLDING REQUIREMENTS. The State of California Franchise Tax Board (FTB) requires that the City of Los Angeles Harbor Department withhold income taxes from payments to out-of-state vendors for services performed within California unless the vendor submits one of the required forms listed below. The tax withholding rate is seven percent (7%) of payments subject to withholding.

This requirement applies to vendors whose legal address (as indicated on their IRS W-9 Form), or payment address (as indicated on this Request for Bid/Quote), is outside of California. **Should either of these two situations apply to your company, please attach one of the following forms to your bid** in order to help the Harbor Department clarify your nonresident tax withholding status:

- Form 590, *Withholding Exemption Certificate*, certifying exemption from the withholding requirement.
- Form 587, *Nonresident Income Allocation Worksheet*, which allocates the expected income under the City contract for work completed within and outside of California.
- Notice from the CA Franchise Tax Board (CAFTB) that a withholding waiver was authorized (you must first file CA Form 588, *Nonresident Withholding Waiver Request* to the CAFTB).
- Notice from CAFTB that a reduced withholding request was authorized (you must first file CA Form 589 *Nonresident Reduced Withholding Request* to CAFTB).

Further information regarding this requirement may be found here:
<https://www.ftb.ca.gov/pay/withholding/withholding-on-nonresidents.html>

Please Check One:

- Both Bidder's Legal Address and Remittance Address are located within the State of California - Withholding Forms Not Required.
- Withholding Forms Attached Submitted 6/30/22

FEDERAL EXCISE TAX. The City of Los Angeles Harbor Department is exempt from payment of Federal Excise Taxes, and will furnish vendor with a Tax Exemption Certificate. PRICING NOT TO INCLUDE ANY FEDERAL EXCISE TAX

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
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VENDOR PAYMENT. Please note. Vendor name and address must be submitted exactly as they will appear on the invoice(s). **Please provide a copy of your firm's IRS Form W-9 with your bid.** If invoice remit to (remittance) name and address are different from the Bid name and address, please indicate:

COMPANY: Beacon Roofing Supply

REMIT TO: ADDRESS: PO Box 10187

Pasadena, CA 91189-0005

A/R EMAIL: cashappw3@becn.com

Invoices submitted for payment where the invoice name and address do not match the name and address as they appear on the Purchase Order, or as indicated in the space above, will not be processed and will be returned to the vendor.

GENERAL CLAUSES – LAW, CHARTER, ADMINISTRATIVE CODE

CONSTRUCTION MATERIALS. Electrical, plumbing, H.V.A.C. and/or other construction materials, fixtures, devices, appliances, and equipment shall be UL/FM approved when applicable, and comply with the requirements of the City of Los Angeles Building Code (s).

COMPLIANCE WITH LAWS. Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof.

DEFAULT BY SUPPLIER. In case of default by Vendor, the City reserves the right to procure the articles or services from other sources and to hold the vendor responsible for any excess costs occasioned to the City thereby.

SMALL BUSINESS, MINORITY-OWNED, WOMEN-OWNED, DISABLED VETERAN-OWNED AND ALL OTHER BUSINESS ENTERPRISES. It is the policy of the Department to provide Small Business, Minority-Owned, Women-Owned, Disabled Veteran-Owned and all Other Business Enterprises (SBE/MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all Department contracts. Bidders are encouraged to continue assisting the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including SBEs, MBEs, WBEs, DVBEs, and OBEs, have an equal opportunity to compete for and participate in Department contracts.

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EQUAL BENEFITS POLICY. The Board of Harbor Commissioner of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits (Section 10.8.2 et seq. of the Los Angeles Administrative Code) as a policy of the Harbor Department. Bidder shall comply with the policy whenever applicable. Violation of the policy shall entitle the City to terminate any agreement with Bidder and pursue any or all other legal remedies that may be available.

LOCAL BUSINESS PREFERENCE PROGRAM. The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

Bidders who qualify as a Local Business Enterprise (LBE) will receive an 8% bid preference on any bid for goods and/or services valued in excess of \$150,000. The maximum preference shall not exceed \$1 million. The preference will be applied by deducting 8% of the bid price submitted by the Bidder. Bidders who do not qualify as a LBE may receive a maximum 5% bid preference for identifying and utilizing LBE subcontractors, where applicable. Bidders may receive a 1% bid preference, up to a maximum of 5%, for every 10% of or portion thereof, of work that is subcontracted to a LBE. LBE subcontractor preferences will be determined by the percentage of the total amount of compensation proposed under the Contract.

The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. Headquartered shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Bidder shall complete, sign, notarize and submit the attached Affidavit and Bidder Description Form. The Affidavit and Bidder Description Form will signify the LBE status of the Bidder and subcontractors.

In the event of Bidder's noncompliance during the performance of the Contract, Bidder shall be considered in material breach of contract. In addition to any other remedy available to City under this Contract or by operation of law, the City may withhold invoice payments to Bidder until noncompliance is corrected, and assess the costs of City's audit of books and records of Bidder and its subcontractors. In the event the Bidder falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Bidder from participation in City contracts for a period of up to five (5) years.

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ETHICS.

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Forms 50 and 55 (provided in Attachments) to the awarding authority at the same time the response is submitted. The forms require bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without completed CEC Forms 50 and 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC). In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (213) 473-5901, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number. **New vendors may provide their BTRC number after contract award.**

BTRC Number: 03506878

REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP).

PRIOR TO BEING AWARDED A CONTRACT with the Harbor Department, all vendors must be registered on the City's Contracts Management and Opportunities Database, Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>.

Respondents are advised, pursuant to Executive Directive 35, if a bidder is selected and awarded a contract, and if the vendor is a for-profit company or corporation, the vendor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to City via the Regional Alliance

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Marketplace for Procurement ("RAMP") or via another method specified by City: vendor's and any subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the vendor shall further request that any subcontractor input or update its business profile, including the vendor/subcontractor information, on RAMP or via another method prescribed by City. Vendor's who are already registered may look up their RAMP ID at: <https://www.rampla.org/s/regional-profiles>.

RAMP ID Number: 110376

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GENERAL CONDITIONS READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic, facsimile, or electronic bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DSA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
 2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
 3. **SPECIFICATION CHANGES.** Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All vendors will be notified by Addendum of any approved changes in the specifications.
 4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Vendor must describe variations in their Bid.
 5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the vendor. The City may make combined awards of all items complete to one vendor or may award separate items to various vendors. Vendors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
 6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
 7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
 8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
 9. **DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.
 10. **INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.
 11. **INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.
All materials must be marked and tagged with the Contract number and be accompanied by packing list in detail. Material must be packed and shipped in conformity with tariff or classification requirements. Prices on the contract include delivery to the division within building unless otherwise specified on the contract.
- Prepaid charges for transportation must be accompanied by original expense bill marked paid and is not subject to transportation tax, due to the exemption permitted municipalities as indicated. Materials shall be listed separately on invoices covering repairs or replacement service. The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing. This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing.
- Discount period to be computed from date of receipt of invoice, or complete acceptance of goods or services, whichever is the later date. In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made. Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.
12. **TIME AND MATERIALS WITH NO FIXED FEES: ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY TIME SHEETS. NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE TIME SHEETS.**
 13. **CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.
 14. **PAYMENTS.** Payment terms are NET 30 days unless vendor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proximo will not be considered by the City when evaluating bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
 15. **ASSIGNMENT** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.
 16. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
 17. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.S., the Safety Orders of the California Division of Occupational Safety and Health (CAL/OSHA) and OSHA requirements.
 18. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
 19. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
 20. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1153
(SHOW THIS NUMBER ON ENVELOPE)

U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.

21. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
22. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
23. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Vendor is given not less than 90 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 07/15-115

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing Amendment: Date of Signed Original 2016 Date of Last Amendment July 2022

Reference Number (Bid, Contract, or BAVN)	Awarding Authority (Department awarding the contract)		
F-1153	HARBOR DEPARTMENT		
Bidder Name			
Beacon Sales Acquisition Inc DBA Beacon Roofing Supply			
Address			
7875 Telegraph Rd Pico Rivera CA 90660			
Email Address		Phone Number	
alex.abelson@becn.com		310-413-6783	

Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(f), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Alex Abelson
Name

Alex Abelson
Signature

District Manager
Title

1/18/2023
Date

Prohibited Contributors
(Bidders)

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing Amendment: Date of Signed Original 2016 Date of Last Amendment July 2022

Reference Number (Bid, Contract, or BAVN):	<u>F-1153</u>	Date Bid Submitted:	<u>1/19/2023</u>
Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided): SIKA SARNAFIL ROOFING SYSTEM			
Awarding Authority (Department awarding the contract): <u>HARBOR DEPARTMENT</u>			
Bidder Name: <u>Beacon Sales Acquisition Inc DBA Beacon Roofing Supply</u>			
Bidder Address: <u>7875 Telegraph Rd Pico Rivera CA 90660</u>			
Bidder Email Address: <u>alex.abelson@becn.com</u>		Bidder Phone Number: <u>310-413-6783</u>	

Schedule Summary

Please complete all three of the following:

- | | | |
|--|--|---|
| 1. SCHEDULE A – Bidder's Principals (check one)
The bidder has one or more PRINCIPALS, as defined in LAMC § 49.7.35(A)(6).
At least one principal is required for entities. (If you check "Yes", Schedule A is required.) | Yes
<input checked="" type="checkbox"/> | No
<input type="checkbox"/> |
| 2. SCHEDULE B – Subcontractors and Their Principals (check one)
The bidder has one or more SUBCONTRACTORS on this bid or proposal with
subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.) | Yes
<input type="checkbox"/> | No
<input checked="" type="checkbox"/> |
| 3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): | <u>1</u> | |

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Alex Abelson
Name
District Manager
Title

Alex Abelson
Signature
1/18/2023
Date

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: Julian Francis Title: CEO
Address: 505 Huntmar Dr St #300 Herndon VA 20170

Name: Greg Bloom Title: VP National Accounts
Address: 505 Huntmar Dr St #300 Herndon VA 20170

Name: Jonathan Bennett Title: EVP CCO
Address: 505 Huntmar Dr St #300 Herndon VA 20170

Name: Frank Lonegro Title: CFO
Address: 505 Huntmar Dr St #300 Herndon VA 20170

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Check this box if additional Schedule A pages are attached.

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name
NA
Subcontractor's Address

Please check one of the following options:

This subcontractor has one or more principals. Yes* No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: _____ Title: _____
Address: _____
Name: _____ Title: _____
Address: _____
Name: _____ Title: _____
Address: _____
Name: _____ Title: _____
Address: _____
Name: _____ Title: _____
Address: _____
Name: _____ Title: _____
Address: _____

Check this box if additional Schedule B pages are attached.

AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information is true and correct and includes all material information necessary to identify and explain the operations of

Beacon Sales Acquisition, Inc

Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this contract."

Local Business Preference Program: Please indicate the Local Business Enterprise status of your company. Only one box must be checked:

LBE Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: Alex Abelson

Title: District Manager

Printed Name: Alex Abelson

Date Signed: 1/20/2023

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line, do not leave this line blank.
Beacon Sales Acquisition, Inc.

2 Business name/disregarded entity name, if different from above
See attached statement

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3)
 Exempt payee code (if any) 5

Exception from FATCA reporting code (if any) _____

5 Address (number, street, and apt. or suite no.) See instructions
505 Hunnmar Park Drive, Suite 300

6 City, state, and ZIP code
Herndon, VA 20170

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN) if you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requestor* for guidelines on whose number to enter.

Social security number								
			-					
OF								
Employer identification number								
3	6	-	4	1	7	3	3	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and I am not subject to backup withholding because: (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ 1/5/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

The names listed below are operating / regional brands (DBAs) of Beacon Sales Acquisition, Inc. (EIN 36-4173366).

A.L.L. General Roofing & Building Materials Corp	Jack Brown Wholesale Supply
A.L.L. General Roofing Supply	Keystone Builders Supply
AB Calif Acquisition Corp	Lookout Supply Company
Acme Building Materials	Louisiana Roofing Supply
Alabama Roofing Supply	Lowry's Specialty Distribution
Allied Building Products	Lyf-Tym Building Products
American Building & Roofing	McChure-Johnston Company
Applicators Sales & Service	Metro Boston Acquisition
Arzee Acquisition	Midway Sales & Distributing
Astro Acquisition	Midway Wholesale
Atlantic Acquisition	Mississippi Roofing Supply
Atlantic Building Products	Norge Acquisition
Atlas Supply	North Coast Building Envelope Systems
Austin Acquisition	North Coast Commercial Roofing Systems
Austin Roofers Supply	North Coast Residential Roofing Systems
Beacon Building Products	North Coast Roofing Supply
Beacon Pacific	North Coast Roofing Systems
Beacon Roofing Supply Company	Pacific Supply Company
Beacon Sales	Phoenix Sales
Beacon Sales Company	ProCoat Systems
Beacon Waterproofing	Quality Roofing Supply Company
Best Distributing Company	RCI Roofing Supply
BJ Supply	RME Construction & Supply
Building Systems Atlanta	Roof Depot
Can-Do Supply	Roofing Resources
Cassady Pierce Company	Roofing Sheet Metal Supply
Coastal Metal Service	Roofing Supply Group
Commercial Roofing Solutions	RSI Roofing & Building Supply
Complete Supply	RSM Supply
Construction Materials Supply	Shelter Distribution
Contractors Roofing & Supply Co.	Southern Roof Center
Crabtree Siding and Supply	Statewide Wholesale
Dealers Choice	Structural Materials
Easton Wholesale	Systems Waterproofing Supply
El Centro De Techos	Sumbelt Supply
Engineered Roofing Solutions	Tapered Design Center
Exterior Specialties	Tri-Built Materials Group
First Coastal Exteriors LLC	Tri-State Builder's Supply
Ford Wholesale	The Roof Center
Fox Brothers Company	United Builders
Fowler & Peth	United Products
GLACO	Websco
Global Acquisition	West End Lumber Company
Heartland Door & Window	West End Roofing, Siding and Windows
IDI Acquisition	Wichita Falls Builders Wholesale
Independent Building Materials	Whitney Holdings
Intermountain Supply	Whitney Building Products LLC
Interstate Acquisition	Wholesale Exterior Building Supply Company
JGA Beacon	Wholesale Roofing Supply
JGA Florida	Woodfeathers, Inc