

TIPS VENDOR AGREEMENT

Between E&F Roofing Co., Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8
for
RCSP 180702 ROOFING (JOC)

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addenda to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addenda possible.

Terms and Conditions

Conflicts with RS Means Unit Price Book

If the terms of the solicitation referenced RS Means Unit Price Book occur, the RS Means Book shall control if it determines legality of the solicitation award as it relates to the requisite Means Unit Price Book.

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement or purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings or as otherwise required by applicable statute or regulation.

Other Wage Rates may be required by some TIPS Members and acceptance of a project by the Vendor may require the Vendor to comply with the TIPS Member's required wage rate.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas

exempts or does not impose a tax on similar sales of items to this state or a political subdivision county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit of this state. Texas Tax Code § 151.309. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or authorized Assignee.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is **for two (2) years with an option for renewal for additional two (2) consecutive one year terms years. Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute.** The option renewal year one shall be automatically renewed unless either party objects or terminates the agreement as provided herein at "**Termination for Convenience**". The Second one-year renewal term is only if both Parties agree.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement may incorporate an automatic renewal clause with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms are rendered void and unenforceable.

Invoices

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order or contract by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Pricing

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase, except any price changes related to the, then current, RS Means Unit Price Book is valid. Price of a specific Job Order Contract proposal to a TIPS Member shall not change within 60 days of date of proposal as a result of an updated RS Means Unit Price Book unless agreed by the TIPS Member.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination for convenience provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Agreement and Reporting

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal to the TIPS Member. TIPS does not require a review a TIPS Member's Job Order contract TYPE AIA or other similar Contract provided by the TIPS Member. This clause does not relieve the Vendor from the responsibility to report the contract execution and the amount of the contract and any change orders.

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Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

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

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members with 30 days'

notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

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

Bonding

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS Member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds costs are passed through at cost to the TIPS Member and are not subject to the TIPS Participation fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS Member and added to the purchase order or Contract.

Professional Engineering and Architect's Services

Professional Engineering and Architect's Services are not permitted to be provided under this Agreement. Texas statutes prohibit the procurement of Professional Engineering and Architect's Services through a cooperative agreement.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member, Member's design professionals and Vendor. It is permitted for the TIPS Member to provide a general scope description, but the awarded vendor should provide a written scope of work, and if applicable, according to the TIPS Member's design Professional as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a PO and/or an Agreement or Contract with the Job Order Contract Proposal referenced or as an attachment along with bond and any other special provisions agreed by the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and/or an Agreement or Contract and shall take precedence over those in this base TIPS Vendor Agreement.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) may be accomplished when the TIPS Member issues a Purchase Order and/or an Agreement or Contract that will serve as "the notice to proceed" as agreed by the Vendor and the TIPS Member. The 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 awarded vendor shall notify the client and have the TIPS Member or a designated representative of the TIPS Member inspect the work for acceptance under the scope and terms in the Purchase Order and/or Agreement or Contract. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued per the contractual requirements of the project with the TIPS Member. Any Construction contract prepared by the TIPS Member's Legal Counsel may alter the terms of this subsection, "Scheduling of Projects".

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.

You certify that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that pursuant to Texas Business and Commerce Code Chapter 272, as revised September 1, 2017, any construction contract or agreement as defined in the Statute with a TIPS, Education Service Center Region 8 or a Texas TIPS Member subject to the Statute shall include a Choice of Law provision providing that this agreement shall be subject to and interpreted by the Laws of the State of Texas without regard to any conflict of laws principles for any action shall be in a court of competent jurisdiction in Texas and any arbitration shall be in the State of Texas. Pursuant to the Texas Business and Commerce Code, as amended by the 85th Texas Legislature, this Construction Agreement for Job Order Contract services is, in the event of a dispute between the parties, subject to interpretation according to the Laws of the state of Texas only, without regard to any conflict of laws principles. Venue for any alternative dispute resolution procedure or process shall be in the state of Texas. If the dispute is litigated, venue and jurisdiction shall be in a court of competent jurisdiction in the state of Texas.

Pursuant to 85th Texas Legislative H.B. 3270, as it applies to Texas Education Code § 22.0834 et seq, the Vendor shall comply with all relevant sections related to student contact, background checks, fingerprinting and other related requirements.

Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
- **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor, bypassing the TIPS Agreement when the Member has requested the TIPS agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.

Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RCSP 180602 Roofing (JOC)

Company Name E&F Roofing Co., Inc.

Address 300 W Main


City Plainview State AR Zip 72857

Phone 479-272-4069 Fax 479-272-4069

Email of Authorized Representative tim.noblett@efroofinginc.com

Name of Authorized Representative Tim Noblett

Title Vice President

Signature of Authorized Representative 

Date 08/13/2018

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 9/27/18

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe Vice-President of Construction	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	David Mabe, Vice-President of Construction	Contact
Phone	+1 (903) 243-4759 x			Department
Fax	+1 (866) 749-6674 x			Building
Bid Number	180702			Floor/Room
Title	Roofing (JOC)	Department		Telephone
Bid Type	RFP	Building		Fax
Issue Date	7/5/2018 08:03 AM (CT)			Email
Close Date	8/17/2018 03:00:00 PM (CT)	Floor/Room		
		Telephone	+1 (866) 839-8477 x	
		Fax	+1 (866) 839-8472 x	
		Email	bids@tips-usa.com	

Supplier Information

Company E&F Roofing Co., Inc. (E&F Roofing, Inc.)
 Address PO Box 186
 300 W. Main
 Plainview, AR 72857

Contact
 Department
 Building
 Floor/Room
 Telephone (479) 272-4069
 Fax (479) 272-4077
 Email
 Submitted 8/16/2018 05:18:27 PM (CT)
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Tim Noblett

Email tim.noblett@efroofinginc.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States? Select YES, ONLY if your company is licensed to work in all 50 states, or the state does not require a license; otherwise select NO.	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	AR
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	E&F Roofing, Inc. is a family owned commercial and industrial roofing company and sheet metal contractor serving Arkansas for over 46 years. We bring an exceptional level of experience to the roofing industry. Our clients include, school districts, universities, food processing plants, municipalities and private business owners. We are experts in all types of roofing systems - modified bitumen, TPO, PVC roof systems and architectural and industrial metal roof systems. Our services include roof replacement, roof repair, roof maintenance, developing roof asset management programs, which include preventative maintenance plans for our clients needs. Quality is our main focus .
6	Primary Contact Name	Primary Contact Name	Tim Noblett
7	Primary Contact Title	Primary Contact Title	VP
8	Primary Contact Email	Primary Contact Email	tim.noblett@efroofinginc.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4792724069
10	Primary Contact Fax	Enter 10 digit fax number. (No dashes or extensions) Example: 8668398477	4792724077

11	Primary Contact Mobile	Enter 10 digit mobile phone number. (No dashes or extensions) Example: 8668398477	4794950855
12	Secondary Contact Name	Secondary Contact Name	Naomi Noblett
13	Secondary Contact Title	Secondary Contact Title	president
14	Secondary Contact Email	Secondary Contact Email	naomi.noblett@efroofinginc.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4792724069
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4792724077
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4794950847
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Jana Riley
19	Admin Fee Contact Email	Admin Fee Contact Email	jana.riley@efroofinginc.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4792724069
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Tim Noblett
22	Purchase Order Contact Email	Purchase Order Contact Email	tim.noblett@efroofinginc.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4792724069
24	Company Website	Company Website (Format - www.company.com)	www.efroofinginc.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	71-0591399
26	Primary Address	Primary Address	PO Box 186; 300 W Main
27	Primary Address City	Primary Address City	Plainview
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	AR
29	Primary Address Zip	Primary Address Zip	72857
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	roofing, commercial roofing, TPO Roofing, Modified Bitumen Roofing, Standing Seam Metal Roofing, metal roofing, sheet metal roof, roofing construction, single ply, Firestone, Siplast, Johns Manville, Fibertite, Carlisle

31	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant. Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Plainview
34	Company Residence (State)	Vendor's principal place of business is in the state of?	AR
35	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
36	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
37	Regular Hours Coefficient	What is your regular hours coefficient for the RS Means Price Book? Example: A 5% discount for the RS Means Price Book would be a .95 regular hours coefficient. Remember that this is a ceiling discount. You can discount lower than the contract coefficient, but not higher.	1
38	After Hours Coefficient	What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours? Example: The most common after hours coefficient is time and a half. If your regular hours coefficient is .95, your after hours coefficient would be 1.45. Remember that this is a ceiling discount. You can discount lower than the contract coefficient, but not higher.	1.5

39	Non-Pre-Priced Markup	If the material being utilized for a project cannot be found in the RS Means Price Book, what is your materials markup? Remember that this is a ceiling markup. You may markup a lesser percentage, but not a greater percentage.	25%
40	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
41	Years Experience	Company years experience in this category?	46
42	Price coefficients and non-pre-priced markups are guaranteed for?	Does the vendor agrees to honor the proposed pricing coefficients and non-pre-priced markups for the term of the award?	YES
43	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes
44	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)
45	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?	Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. You may find the Blank CIQ form on the "Attachments" tab. There is an optional upload on the "Response Attachments" tab for this form provided if you have a conflict and must file the form.	No
46	Filing of Form CIQ	If yes (above), have you filed a form CIQ by uploading the form to this RCSP as directed above?	No
47	Regulatory Standing	I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies, Federal or state, that regulate any part of our business operations. If not, please explain in the next attribute question.	Yes
48	Regulatory Standing	Regulatory Standing explanation of no answer on previous question.	

49 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

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;

(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.

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

transaction originated may pursue available remedies, including suspension and / or debarment.

51 Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above. 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.

Yes

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

52 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Yes

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

53 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

(No Response Required)

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

54 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
Does vendor agree?

Yes

55 2 CFR PART 200 Termination

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
Does vendor agree?

Yes

56	2 CFR PART 200 Clean Air Act	<p>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).</p> <p>Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
57	2 CFR PART 200 Byrd Anti-Lobbying Amendment	<p>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.</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.</p> <p>Does vendor agree?</p>	Yes
58	2 CFR PART 200 Federal Rule	<p>Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes

59 2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes
60 Certification Regarding Lobbying	<p>Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> <p>The undersigned certifies, to the best of his or her knowledge and belief, that:</p> <p>(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.</p> <p>(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.</p> <p>(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.</p>	I HAVE NOT Lobbied per above
61 Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"	<p>ONLY IF you answered "I HAVE Lobbied per above" to attribute #60, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.</p>	(No Response Required)

62	Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.	Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?	NO
63	If yes to the above question OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?	If yes to the above question OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.	YES

64 Davis-Bacon Act compliance.

(No Response Required)

Texas Statute requires compliance with 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. 314S), 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.

BY SUBMITTING A PROPOSAL FOR THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE.

65 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

(No Response Required)

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. By submitting a proposal to this solicitation, and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

66 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

67 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Do you agree to these terms?

Yes, I Agree

68 Remedies Explanation of No Answer

69	Choice of Law	<p>The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
70	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
71	Alternative Dispute Resolution Explanation of No Answer		
72	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
73	Infringement(s) Explanation of No Answer		

74 Acts or Omissions	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
75 Acts or Omissions Explanation of No Answer		
76 Contract Governance	<p>Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.</p>	Yes
77 Payment Terms and Funding Out Clause	<p>Payment Terms: TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.</p> <p>Funding Out Clause: Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body. See statute(s) for specifics or consult your legal counsel. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
78 Insurance and Fingerprint Requirements Information	<p>Insurance If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.</p> <p>Fingerprint It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: http://www.statutes.legis.state.tx.us/ If the vendor has staff that meet both of these criterion: (1) will have continuing duties related to the contracted services; and (2) has or will have direct contact with students Then you have "covered" employees for purposes of completing the attached form. TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent</p>	(No Response Required)

School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.
See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

79 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:
(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:
NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR
SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:
(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

80	Texas Business and Commerce Code § 272 Requirements as of 9-1-2017	SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.	(No Response Required)
81	Texas Government Code 2270 Verification Form	<p>Texas Government Code 2270 Verification Form</p> <p>Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.</p> <p>The relevant section addressed by this form reads as follows:</p> <p>Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract engaged by ESC Region 8/The Interlocal Purchasing System (TIPS)</p> <p>4845 Highway 271 North Pittsburg, TX 75686</p> <p>Verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.</p> <p>AND</p> <p>Our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf</p> <p>I swear and affirm that the above is true and correct.</p>	YES
82	Solicitation Deviation/Compliance	Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?	Yes

- 83 Solicitation Exceptions/Deviations Explanation If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.
- 84 Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? Yes
- 85 Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

Line Items

Response Total: \$0.00

Insert TIPS RFP # 180702

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), **you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Texas Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by ESC8 and TIPS is confidential and exempt from public disclosure.

If you claim that parts of your proposal are confidential, complete the top section below.

I claim part of my proposal to be confidential and DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

Name of company claiming confidential status of material

Printed Name and Title of authorized company officer claiming confidential status of material

Address City State ZIP Phone

ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Signature _____ Date _____

OR -----

If you do not claim any of your proposal to be confidential, complete the section below only.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Tim Noblett

Vice President

Printed Name authorized company officer

Title of authorized company officer

300 W Main Plainview AR 72857 479-272-4069

Address City State ZIP Phone

Signature  Date 08/13/2018



August 14, 2018

**RE: E & F Roofing, Inc.
Tips/Taps**

To Whom It May Concern:

Please consider this letter as confirmation that E & F Roofing, Inc. is a valued client of this agency. E & F Roofing, Inc. has an excellent reputation within the construction community for their past work.

E & F Roofing, Inc.'s surety is Granite Re, Inc. We are in a position of issuing single project performance and payment bonds up to \$2,000,000 with an aggregate work program of \$5,000,000. Current available bonding capacity is \$4,000,000. Each individual project is considered on its own merits as it relates to E & F Roofing, Inc.'s existing work load. Considered items include, but are not limited to, E & F Roofing, Inc.'s financial condition at the time of contract bid and/or award, proof of construction funding, contract terms and conditions, length of project and penalties, just to name a few.

I have had the privilege of assisting E & F Roofing, Inc. with their surety needs for 2 years. Under the current ownership and leadership, along with their assembled team of professionals, we have been able to secure bonds for E & F Roofing, Inc.'s largest job and work program to date.

Please feel free to contact me should you have any questions regarding this matter.

Thanks,

A handwritten signature in blue ink, appearing to read 'JR Ramsay', is written over a light blue horizontal line.

Jimbo Ramsay

/ph

DISCLAIMER: This letter shall not be construed as a pro bono prequalification. Please note that the decision to issue performance and payment bonds is a matter between E & F Roofing, Inc. and Granite Re, Inc. and will be subject to Granite Re, Inc.'s standard underwriting procedures at the time of the final bond's request, which will include, but not be limited to, the acceptability of the contract documents, bond forms and financing. Sterling Seacrest Partners, Inc., E & F Roofing, Inc. nor Granite Re, Inc. assume no liability to third parties or to you if for any reason we do not execute said bonds.



1000 Venture Blvd., Wooster, Ohio 44691
tel. 800/927-8578 fax 800/649-2737
www.fibertite.com www.seamancorp.com

FIBERTITE® ROOFING SYSTEMS
Contractor Certification

Date of Issue: March 07, 2014
Project: TBD
Contractor: E & F Roofing, Inc.
714 W. Main
Plainview, AR. 72857

TO WHOM IT MAY CONCERN:

Seaman Corporation is the only and original manufacturer of FiberTite Roofing System(s).

The above referenced roofing contractor is authorized to bid and install, if successful, our FiberTite Roofing System.

We further certify that our system requires completion of the following criteria.

- a. The system is installed by an Authorized Contractor, in strict accordance with the contract documents and current FiberTite Specifications.
- b. The completed system is inspected and approved by FiberTite Technical Services.
- c. Seaman Corporation receives full payment for materials provided.

FiberTite Technical Services is available for project review at (800) 927-8578.

Respectfully,

Jonathan C. Pierson
FiberTite Technical Services

March 5, 2014

E & F Roofing
P.O. Box 186
Plainview, AR 72857

Re: Approved Applicator Letter

To Whom It May Concern:

Please be advised that E & F Roofing, is a licensed contractor in good standing with Firestone Building Products under license #08548.

This license certifies E & F Roofing to install all Firestone assemblies, including EPDM, Ultraply, APP, SBS/BUR and Metal Roofing systems. The certification has existed in good standing since 5/15/2003. The certification allows the contractor to install Red Shield Warranties (no dollar limit).

Firestone is proud to have E & F Roofing in our family of applicators.

If you should require further documentation, or have questions, please feel free to call me at 888-942-1463.

Sincerely,
Firestone Building Products Co.

Jeff Lisenbey

Support Services Mgr.
Lunday and Associates, Inc.
Representatives of Firestone Bldg. Products

NOBODY COVERS YOU BETTER

250 West 96th Street • Indianapolis, IN 46260 • (317) 575-7000
Toll Free (800) 428-4442 • Facsimile: (317) 575-7151
<http://www.firestonebpc.com>

State of Arkansas
Commercial Contractors Licensing Board

E & F ROOFING, INC.
PO BOX 186
PLAINVIEW, AR 72857

E & F ROOFING, INC.

This is to Certify That _____

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

SPECIALTY

Roofing, Roof Decks, Roofing Sheet Metal

This contractor has an unlimited suggested bid limit.

from May 11, 2018 until April 30, 2019 when this Certificate expires.

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



Ray [Signature]

CHAIRMAN

Michael [Signature]

SECRETARY

May 11, 2018 - sh



March 7, 2014

Tim Noblett
E & F Roofing Co., Inc.
P. O. Box 186
Plainview, AR 72857

Dear Mr. Noblett:

This is to confirm that E & F Roofing is a Siplast Select Contractor in good standing. E & F Roofing has been an approved contractor for over eight years and has completed numerous successful Siplast roof installations. They have utilized hot asphalt, cold-adhesive, and torch methods of application for Siplast modified bitumen roofs and have applied Siplast PMMA liquid-applied resin systems in many different applications.

Please don't hesitate to contact me if I can be of any assistance.

Sincerely,

A handwritten signature in black ink that reads "David Bell". The signature is written in a cursive style with a large, prominent "D" and "B".

David Bell
District Sales Manager

DB:SC:bb



ROOF MEMBRANE/SYSTEM GUARANTEE

Guarantee No.:
Guarantee Date:

SIPLAST, INC. has sold materials which have been used in applying a Roof Membrane/System (comprised solely of the Siplast, Inc. Roof Membrane, Rigid Roof Insulation designated as Paratherm Polyisocyanurate and/or Siplast Wood Fiberboard and/or DensDeck, DensDeck Prime or DensDeck DuraGuard, and Parafast Fasteners and/or Para-Stik Insulation Adhesive) to a building owned and described as follows:

OWNER:
ADDRESS OF OWNER:
JOB NAME & AREA:
ADDRESS OF BUILDING:
USE OF BUILDING:

SAMPLE

ROOF SYSTEM:
ROOF DECK:
ROOF INSULATION:
ROOF AREA:
ROOFING CONTRACTOR:
COMPLETION DATE:

SAMPLE

SIPLAST HEREBY GUARANTEES TO THE ABOVE OWNER, subject to the terms, conditions and limitations stated herein, that the Roof Membrane/System (comprised solely of the SIPLAST Roof Membrane, Paratherm and/or Wood Fiberboard and /or DensDeck, DensDeck Prime or DensDeck DuraGuard, Parafast Fasteners and/or Para-Stik Insulation Adhesive) at the above building will remain in a watertight condition for a period of 20 years, commencing with the date hereof; or SIPLAST, will repair the Roof Membrane/System at its own expense.

A. TERMS AND CONDITIONS

This Guarantee shall be subject to the following additional terms and conditions.

1. SIPLAST shall be liable under this Guarantee only if:
 - a. The Roof Membrane is installed according to SIPLAST specifications;
 - b. The Rigid Roof Insulation is installed according to SIPLAST specifications;
 - c. The installation of the Roof Membrane and Roof Insulation is by a roofing contractor approved in advance by SIPLAST;
 - d. The use of SIPLAST materials has been approved in advance by SIPLAST.

B. NOTICE OF CLAIM

Any claim hereunder shall be deemed waived unless the Owner shall have given SIPLAST written notice thereof within thirty (30) days after a leak is discovered or should by reasonable diligence have been discovered.

C. EXCLUSIONS FROM COVERAGE

This Guarantee does not cover leaks or failure of the Roof Membrane/System to perform as guaranteed herein resulting from occurrences beyond the control of SIPLAST including but not limited to:

1. Damage to the Roof Membrane/System caused by lightning, windstorm, hail, earthquake, tornado, hurricane, flood, malicious mischief, vandalism, chemical or organic deposits or other unusual occurrences.
2. Damage to the Roof Membrane/System caused by (i) abuse or abnormal use of the roof or Roof Membrane/System or (ii) any deliberate or negligent act in maintaining the roof.
3. Damage to the Roof Membrane/System caused by unauthorized repairs, alterations or modifications, or subsequent work on or through the roof done without prior written approval by SIPLAST of the methods and materials to be used.

4. Damage to the Roof Membrane/System caused by structural defects or failures (including, but not limited to, settling or shifting of the building, and cracking or movement of girders, beams, partitions or foundations) or defects or failure of any substrate component, including defects in application of any substrate component to which the Membrane/System is installed.
5. Damage to the Roof Membrane/System caused by falling objects.
6. Damage to the Roof Membrane/System caused by movement of metal work used in conjunction with the Roof Membrane/System.
7. Damage to the Roof Membrane/System caused by installation of a sprinkler system, water or air conditioning equipment, radio or television antenna, framework for signs, water tower or other installation on the roof after the installation of the Roof Membrane without a prior written approval by SIPLAST of the methods and materials to be used.
8. Damage to the Roof Membrane/System resulting from other than occasional traffic across its surface or from its use as a storage area or recreational surface or for any other similar purposes.
9. Damage to the Roof Membrane/System caused by a change in use of the building without prior written approval of SIPLAST.
10. Damage to the Roof Membrane caused by ponding of water or other conditions resulting from improper drainage.

D. LIMITATION OF LIABILITY

SIPLAST shall be liable only for the cost of repair of such existing Roof Membrane/System by a SIPLAST approved contractor and will not be liable for damages to other components of the roof assembly or the building or the contents or for consequential damages. The expense of removing and replacing traffic surfaces built over the roof shall be borne by the Owner. It shall be a condition to the liability of SIPLAST, hereunder that SIPLAST have access to the roof during business hours throughout the term of the Guarantee. This Guarantee will be subject to all costs of installation being paid, including those of the roofing contractor.

THIS GUARANTEE, AND THE STATEMENTS, OBLIGATIONS AND REPRESENTATIONS HEREIN CONTAINED, SHALL BE IN LIEU OF ANY AND ALL OTHER GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED GUARANTEE OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SIPLAST SHALL NOT BE LIABLE FOR ANY DAMAGE TO THE BUILDING OR CONTENTS THEREOF, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PENAL DAMAGES. SIPLAST AGENTS HAVE NO AUTHORITY TO GIVE GUARANTEES BEYOND THOSE PROVIDED IN THIS GUARANTEE.

SIPLAST, INC.
By: SAMPLE
James N. Mollenhoff, President

Siplast 1000 E. Rochelle Blvd. Irving, Texas 75062-3940 469-995-2200 www.siplast.com



An Icopal Group Company

ROOF MEMBRANE GUARANTEE



Guarantee No.:
Guarantee Date:

WHEREAS, SIPLAST, INC., Highway 67 South, Arkadelphia, Arkansas has sold materials which have been used in applying a Roof Membrane to a building, owned and described as follows:

OWNER:
ADDRESS OF OWNER:
JOB NAME & AREA:
ADDRESS OF BUILDING:

ROOF MEMBRANE:
ROOF DECK:
ROOF INSULATION:
ROOF AREA: Squares
ROOFING CONTRACTOR:
COMPLETION DATE:

USE OF BUILDING:

NOW, THEREFORE, SIPLAST, INC., HEREBY GUARANTEES TO THE ABOVE OWNER: (Subject to the following terms and conditions), that said Roof Membrane shall remain in a watertight condition for a term of fifteen (15) years, commencing with the date hereof; or SIPLAST, INC. shall repair the Roof Membrane at its own expense. This Guarantee shall be subject to the following additional terms and conditions.

A. SIPLAST, INC., shall be liable under this Guarantee only if:

1. The Roof Membrane is installed according to SIPLAST, INC. specifications;
2. The installation is by a roofing contractor approved in advance by SIPLAST, INC.;
3. The use of SIPLAST, INC. materials has been approved in advance by SIPLAST, INC.;

B. NOTICE OF CLAIM

Any claim hereunder shall be deemed waived unless the owner shall have given SIPLAST, INC. written notice thereof within thirty (30) days after a leak is discovered or should by reasonable diligence have been discovered.

C. EXCLUSIONS FROM COVERAGE

This Guarantee does not cover leaks which result from either occurrences beyond the control of SIPLAST, INC. or mistreatment both of which include but are not limited to the following:

1. Damage to the Roof Membrane caused by lightning, windstorm, hail, earthquake, tornado, hurricane, or similar unusual occurrences.
2. Damage to the Roof Membrane caused by any deliberate or negligent act in maintaining the roof.
3. Damage to the Roof Membrane caused by unauthorized repairs, or subsequent work on or through the roof done without prior written approval by SIPLAST, INC. of the methods and materials to be used.
4. Damage to the Roof Membrane caused by structural defects or failure of any substrate component, i.e. materials used as insulation or vapor retarder, including defects in application of the substrate components.
5. Damage to the Roof Membrane caused by falling objects.
6. Damage to the Roof Membrane caused by movement of metal work used in conjunction with the Roof Membrane.
7. Damage to the Roof Membrane caused by installation of a sprinkler system, water or air conditioning equipment, radio or television antenna, framework for signs, water tower or other installation on the roof after the installation of the Roof Membrane without a prior written approval by SIPLAST, INC. of the methods and materials to be used.
8. Damage to the Roof Membrane resulting from other than occasional traffic across its surface or from its use as a storage area or recreational surface or for any other similar purposes.
9. Damage to the Roof Membrane caused by a change in use of the building without prior written approval of SIPLAST, INC.
10. Damage to the Roof Membrane caused by ponding of water or other conditions resulting from improper drainage.

D. LIMITATION OF LIABILITY

SIPLAST, INC. shall be liable only for the cost of repair of such existing Roof Membrane or installation of a replacement Roof Membrane by a SIPLAST, INC. approved roofing contractor. SIPLAST, INC., shall not be liable for damages to other components of the roof or the building or the contents or for consequential damages. The expense of removing and replacing traffic surfaces or other coverings placed over the roof shall be borne by the Owner.

It shall be a condition to the liability of SIPLAST, INC. hereunder that SIPLAST, INC. have access to the roof during business hours throughout the term of the Guarantee. This Guarantee shall be subject to all costs of installation being paid, including those of the roofing contractor.

THIS GUARANTEE SHALL BE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

SIPLAST, INC.

By: _____
James N. Mollenhoff, President





ROOF MEMBRANE/SYSTEM GUARANTEE

Guarantee No.:
Guarantee Date:

SIPLAST, INC. has sold materials which have been used in applying a Roof Membrane/System (comprised solely of the Siplast, Inc. Roof Membrane, Rigid Roof Insulation designated as Paratherm Polyisocyanurate and/or Siplast Wood Fiberboard and/or DensDeck, DensDeck Prime or DensDeck DuraGuard, and Parafast Fasteners and/or Para-Stik Insulation Adhesive) to a building owned and described as follows:

OWNER:
ADDRESS OF OWNER:
JOB NAME & AREA:
ADDRESS OF BUILDING:

SAMPLE

ROOF SYSTEM:
ROOF DECK:
ROOF INSULATION:
ROOF AREA:
ROOFING CONTRACTOR:
COMPLETION DATE:

SAMPLE
Squares

USE OF BUILDING:

SIPLAST HEREBY GUARANTEES TO THE ABOVE OWNER, subject to the terms, conditions and limitations stated herein, that the Roof Membrane/System (comprised solely of the SIPLAST Roof Membrane, Paratherm and/or Wood Fiberboard and /or DensDeck, DensDeck Prime or DensDeck DuraGuard, Parafast Fasteners and/or Para-Stik Insulation Adhesive) at the above building will remain in a watertight condition for a period of 15 years, commencing with the date hereof; or SIPLAST, will repair the Roof Membrane/System at its own expense.

A. TERMS AND CONDITIONS

This Guarantee shall be subject to the following additional terms and conditions.

1. SIPLAST shall be liable under this Guarantee only if:

- a. The Roof Membrane is installed according to SIPLAST specifications;
- b. The Rigid Roof Insulation is installed according to SIPLAST specifications;
- c. The installation of the Roof Membrane and Roof Insulation is by a roofing contractor approved in advance by SIPLAST;
- d. The use of SIPLAST materials has been approved in advance by SIPLAST.

B. NOTICE OF CLAIM

Any claim hereunder shall be deemed waived unless the Owner shall have given SIPLAST written notice thereof within thirty (30) days after a leak is discovered or should by reasonable diligence have been discovered.

C. EXCLUSIONS FROM COVERAGE

This Guarantee does not cover leaks or failure of the Roof Membrane/System to perform as guaranteed herein resulting from occurrences beyond the control of SIPLAST including but not limited to:

- 1. Damage to the Roof Membrane/System caused by lightning, windstorm, hail, earthquake, tornado, hurricane, flood, malicious mischief, vandalism, chemical or organic deposits or other unusual occurrences.
- 2. Damage to the Roof Membrane/System caused by (i) abuse or abnormal use of the roof or Roof Membrane/System or (ii) any deliberate or negligent act in maintaining the roof.
- 3. Damage to the Roof Membrane/System caused by unauthorized repairs, alterations or modifications, or subsequent work on or through the roof done without prior written approval by SIPLAST of the methods and materials to be used.

4. Damage to the Roof Membrane/System caused by structural defects or failures (including, but not limited to, settling or shifting of the building, and cracking or movement of girders, beams, partitions or foundations) or defects or failure of any substrate component, including defects in application of any substrate component to which the Membrane/System is installed.

5. Damage to the Roof Membrane/System caused by falling objects.

6. Damage to the Roof Membrane/System caused by movement of metal work used in conjunction with the Roof Membrane/System.

7. Damage to the Roof Membrane/System caused by installation of a sprinkler system, water or air conditioning equipment, radio or television antenna, framework for signs, water tower or other installation on the roof after the installation of the Roof Membrane without a prior written approval by SIPLAST of the methods and materials to be used.

8. Damage to the Roof Membrane/System resulting from other than occasional traffic across its surface or from its use as a storage area or recreational surface or for any other similar purposes.

9. Damage to the Roof Membrane/System caused by a change in use of the building without prior written approval of SIPLAST.

10. Damage to the Roof Membrane caused by ponding of water or other conditions resulting from improper drainage.

D. LIMITATION OF LIABILITY

SIPLAST shall be liable only for the cost of repair of such existing Roof Membrane/System by a SIPLAST approved contractor and will not be liable for damages to other components of the roof assembly or the building or the contents or for consequential damages. The expense of removing and replacing traffic surfaces built over the roof shall be borne by the Owner.

It shall be a condition to the liability of SIPLAST, hereunder that SIPLAST have access to the roof during business hours throughout the term of the Guarantee. This Guarantee will be subject to all costs of installation being paid, including those of the roofing contractor.

THIS GUARANTEE, AND THE STATEMENTS, OBLIGATIONS AND REPRESENTATIONS HEREIN CONTAINED, SHALL BE IN LIEU OF ANY AND ALL OTHER GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED GUARANTEE OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SIPLAST SHALL NOT BE LIABLE FOR ANY DAMAGE TO THE BUILDING OR CONTENTS THEREOF, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PENAL DAMAGES. SIPLAST AGENTS HAVE NO AUTHORITY TO GIVE GUARANTEES BEYOND THOSE PROVIDED IN THIS GUARANTEE.

SIPLAST, INC.
By: SAMPLE
James N. Mollenhoff, President

Siplast 1000 E. Rochelle Blvd. Irving, Texas 75062-3940 469-995-2200 www.siplast.com



An Icopal Group Company

ROOF MEMBRANE GUARANTEE



Guarantee No.:

Guarantee Date:

WHEREAS, SIPLAST, INC., Highway 67 South, Arkadelphia, Arkansas has sold materials which have been used in applying a Roof Membrane to a building, owned and described as follows:

OWNER:

ADDRESS OF OWNER:

JOB NAME & AREA:

ADDRESS OF BUILDING:

ROOF MEMBRANE:

ROOF DECK:

ROOF INSULATION:

ROOF AREA: Squares

ROOFING CONTRACTOR:

COMPLETION DATE:

USE OF BUILDING:

NOW, THEREFORE, SIPLAST, INC., HEREBY GUARANTEES TO THE ABOVE OWNER: (Subject to the following terms and conditions), that said Roof Membrane shall remain in a watertight condition for a term of twenty (20) years, commencing with the date hereof; or SIPLAST, INC. shall repair the Roof Membrane at its own expense.

This Guarantee shall be subject to the following additional terms and conditions.

A. SIPLAST, INC., shall be liable under this Guarantee only if:

1. The Roof Membrane is installed according to SIPLAST, INC. specifications;
2. The installation is by a roofing contractor approved in advance by SIPLAST, INC.;
3. The use of SIPLAST, INC. materials has been approved in advance by SIPLAST, INC.;

B. NOTICE OF CLAIM

Any claim hereunder shall be deemed waived unless the owner shall have given SIPLAST, INC. written notice thereof within thirty (30) days after a leak is discovered or should by reasonable diligence have been discovered.

C. EXCLUSIONS FROM COVERAGE

This Guarantee does not cover leaks which result from either occurrences beyond the control of SIPLAST, INC. or mistreatment both of which include but are not limited to the following:

1. Damage to the Roof Membrane caused by lightning, windstorm, hail, earthquake, tornado, hurricane, or similar unusual occurrences.
2. Damage to the Roof Membrane caused by any deliberate or negligent act in maintaining the roof.
3. Damage to the Roof Membrane caused by unauthorized repairs, or subsequent work on or through the roof done without prior written approval by SIPLAST, INC. of the methods and materials to be used.
4. Damage to the Roof Membrane caused by structural defects or failure of any substrate component, i.e. materials used as insulation or vapor retarder, including defects in application of the substrate components.
5. Damage to the Roof Membrane caused by falling objects.
6. Damage to the Roof Membrane caused by movement of metal work used in conjunction with the Roof Membrane.
7. Damage to the Roof Membrane caused by installation of a sprinkler system, water or air conditioning equipment, radio or television antenna, framework for signs, water tower or other installation on the roof after the installation of the Roof Membrane without a prior written approval by SIPLAST, INC. of the methods and materials to be used.

8. Damage to the Roof Membrane resulting from other than occasional traffic across its surface or from its use as a storage area or recreational surface or for any other similar purposes.

9. Damage to the Roof Membrane caused by a change in use of the building without prior written approval of SIPLAST, INC.

10. Damage to the Roof Membrane caused by ponding of water or other conditions resulting from improper drainage.

D. LIMITATION OF LIABILITY

SIPLAST, INC. shall be liable only for the cost of repair of such existing Roof Membrane or installation of a replacement Roof Membrane by a SIPLAST, INC. approved roofing contractor. SIPLAST, INC., shall not be liable for damages to other components of the roof or the building or the contents or for consequential damages. The expense of removing and replacing traffic surfaces or other coverings placed over the roof shall be borne by the Owner.

It shall be a condition to the liability of SIPLAST, INC. hereunder that SIPLAST, INC. have access to the roof during business hours throughout the term of the Guarantee. This Guarantee shall be subject to all costs of installation being paid, including those of the roofing contractor.

THIS GUARANTEE SHALL BE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

SIPLAST, INC.

By: _____
James N. Mollenhoff, President





PARAPRO ROOF MEMBRANE GUARANTEE

SAMPLE

Guarantee No.:
Guarantee Date:

WHEREAS, SIPLAST, INC., Highway 67 South, Arkadelphia, Arkansas has sold materials which have been used in applying a Parapro Roof Membrane to a building, owned and described as follows:

OWNER: ROOF DECK:
ADDRESS OF OWNER: INSULATION:
JOB NAME & AREA: ROOF AREA:
ADDRESS OF BUILDING: ROOFING CONTRACTOR:
USE OF BUILDING: COMPLETION DATE:

NOW, THEREFORE, SIPLAST, INC., HEREBY GUARANTEES TO THE ABOVE OWNER. (Subject to the following terms and conditions), that said Parapro Membrane shall remain in a water-tight condition for a term of ten (10) years, commencing with the date hereof, or SIPLAST, INC. shall repair the Parapro Membrane at its own expense.

This Guarantee shall be subject to the following additional terms and conditions.

A. SIPLAST, INC., shall be liable under this guarantee only if:

- 1. The Parapro Membrane is installed according to SIPLAST, INC. specifications.
2. The installation is by a roofing contractor approved in advance by SIPLAST, INC.
3. The use of SIPLAST, INC. materials has been approved in advance by SIPLAST, INC.

B. NOTICE OF CLAIM

Any claim hereunder shall be deemed waived unless the owner shall have given SIPLAST, INC. written notice thereof within thirty (30) days after a leak is discovered or should by reasonable diligence have been discovered.

C. EXCLUSIONS FROM COVERAGE

This Guarantee does not cover leaks which result from either occurrences beyond the control of SIPLAST, INC. or mistreatment both of

which include but are not limited to the following:

- 1. Damage to the Parapro Membrane caused by lightning, wind-storm, hail, earthquake, tornado, hurricane, or similar unusual occurrences.
2. Damage to the Parapro Membrane caused by any deliberate or negligent act in maintaining the roof.
3. Damage to the Parapro Membrane caused by unauthorized repairs, or subsequent work on or through the roof done without prior written approval by SIPLAST, INC. of the methods and materials to be used.
4. Damage to the Parapro Membrane caused by structural defects or failure of any substrate component, i.e. materials used as insulation or vapor retarder, including defects in application of the substrate components.
5. Damage to the Parapro Membrane caused by falling objects.
6. Damage to the Parapro Membrane caused by movement of metal work used in conjunction with the Parapro Membrane.
7. Damage to the Parapro Membrane caused by installation of a sprinkler system, water or air conditioning equipment, radio or television antenna, framework for signs, water tower or other installation on the roof after the installation of the Parapro Membrane without a prior written approval by SIPLAST, INC. of the methods and materials to be used.

- 8. Damage to the Parapro Membrane resulting from other than occasional traffic across its surface or from its use as a storage area or recreational surface or for any other similar purposes.
9. Damage to the Parapro Membrane caused by a change in use of the building without prior written approval of SIPLAST, INC.
10. Damage to the Parapro Membrane caused by deposits of chemical or organic matter that are not listed as acceptable in the Siplast Parapro Roof Membrane Chemical Resistance Guide (applicable at time of installation).

D. LIMITATION OF LIABILITY

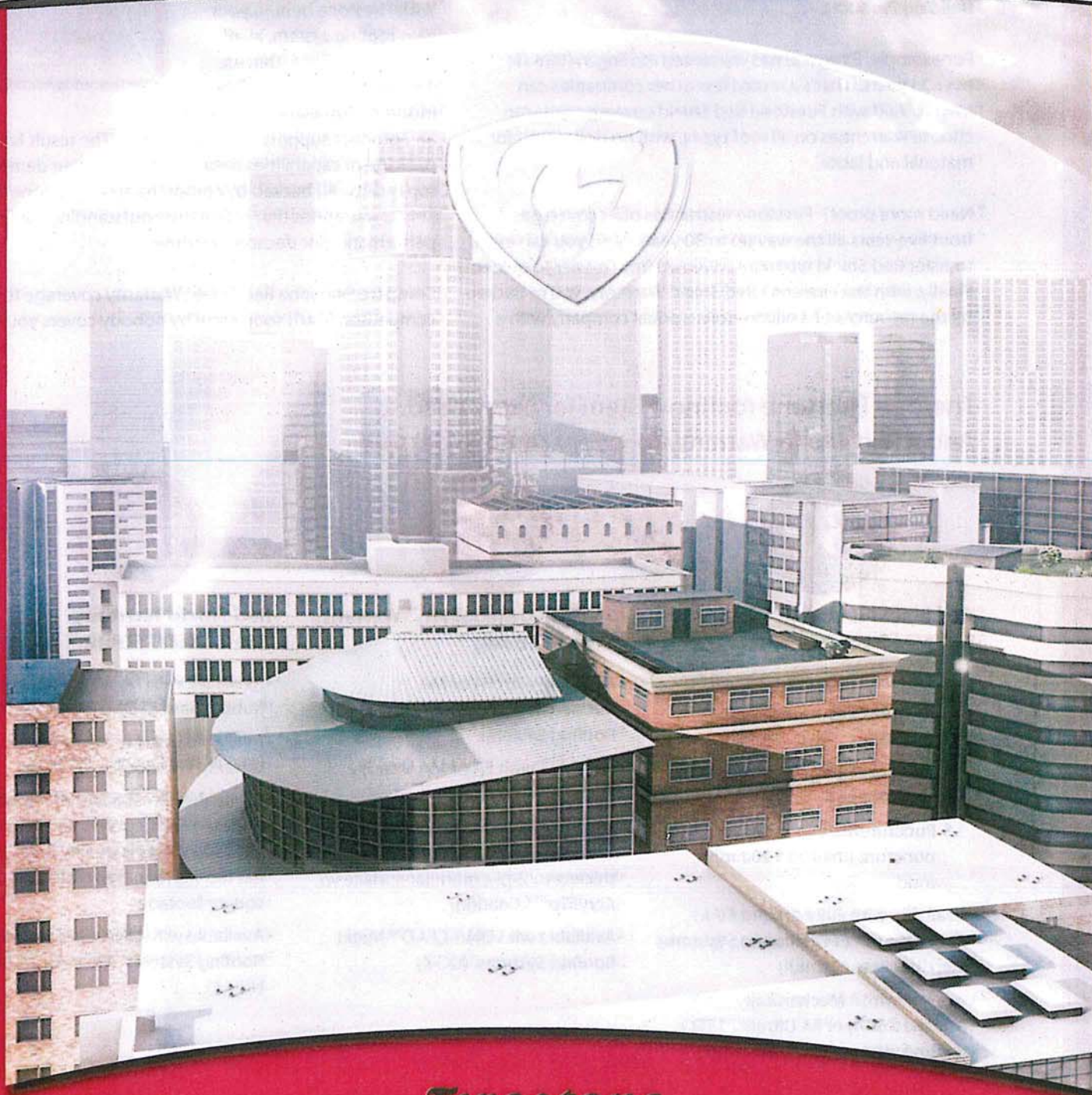
SIPLAST, INC. shall be liable only for the cost of repair of such existing Parapro Membrane or installation of a replacement Parapro Membrane by a SIPLAST, INC. approved roofing contractor. SIPLAST, INC., shall not be liable for damages to other components of the roof or the building or the contents or for consequential damages. The expense of removing and replacing traffic surfaces built over the roof shall be borne by the Owner. It shall be a condition to the liability of SIPLAST, INC. hereunder that SIPLAST, INC. have access to the roof during business hours throughout the term of the guarantee. This guarantee shall be subject to all costs of installation being paid, including those of the roofing contractor.

THIS GUARANTEE SHALL BE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SIPLAST, INC.

By: James N. Mollenhoff, President



FIRESTONE RED SHIELD™ WARRANTY
THE ONE THAT STANDS ALONE.



Firestone
BUILDING PRODUCTS

NOBODY COVERS YOU BETTER™

www.firestonebpco.com

Firestone Red Shield™ Warranty. Nobody covers you better.

The Firestone Red Shield Warranty. It's the one the competition has never managed to equal, because no other roofing manufacturer can match the resources of Firestone Building Products.

For example, Firestone has warranted roofing systems for over 25 years. That's a record few other companies can match. And with Firestone Red Shield coverage, you can choose warranties on all roof types, with no dollar limit for material and labor.*

Need more proof? Firestone warranties offer coverages from five years all the way up to 30 years. And you can even transfer Red Shield warranty coverage from owner to owner. Finally, with the Firestone Red Shield Warranty, you're backed by the resources of a billion-dollar global company with a

heritage that goes back over a century.

With Firestone behind your next roofing system, all of the characteristics that are important to your needs—including installation expertise and product support—come together. The result is a single package of capabilities designed to meet your demand for top quality. All backed by comprehensive Firestone Red Shield warranties that help assure outstanding roofing performance for decades to come.

Compare Firestone Red Shield Warranty coverage to any competitor. You'll soon see why nobody covers you better.



There's a Firestone roofing system for every need.
And a Red Shield Warranty for every commercial roof.



Red Shield Platinum™ Warranty 30 Years Strong

- Multiple coverage types available:
 - * Puncture: covers incidental punctures
 - * Puncture/hail: covers punctures with 2" of hail
 - * Puncture/hail/wind: covers punctures, hail and 100 mph wind
- Available with Fully Adhered (FA) RubberGard™ EPDM Roofing Systems (Min. thickness: 90 mil)
- Available with Mechanically Attached (MA) or FA UltraPly™ TPO Roofing Systems (Min. thickness: 80 mil)
- TPO MA system utilizes Wide Weld technology



Red Shield Medallion™ Warranty 25 Years Strong

- Available with FA or MA RubberGard EPDM RMA Roofing Systems
- Available with FA or MA UltraPly TPO Roofing Systems
- Available with SBS and APP Modified Bitumen Roofing Systems (Min. thickness: 2-ply, granular surface w/ AcryliTop™ Coating)
- Available with UNA-CLAD™ Metal Roofing Systems (UC-4)



Red Shield Warranty 5 to 20 Years Strong

- Available with FA, MA or Ballast RubberGard EPDM Roofing Systems
- Available with FA, MA or Ballast UltraPly TPO Roofing Systems
- Available with SBS and APP Modified Bitumen Roofing Systems. Two-ply APP/SBS systems qualify for a \$500 flat fee warranty, regardless of square footage.
- Available with UNA-CLAD Metal Roofing Systems (UC-3, UC-4, UC-6, UC-14)

*Subject to terms and conditions of Red Shield limited warranty.

FIRESTONE RED SHIELD WARRANTY

THE ONE THAT STANDS ALONE.



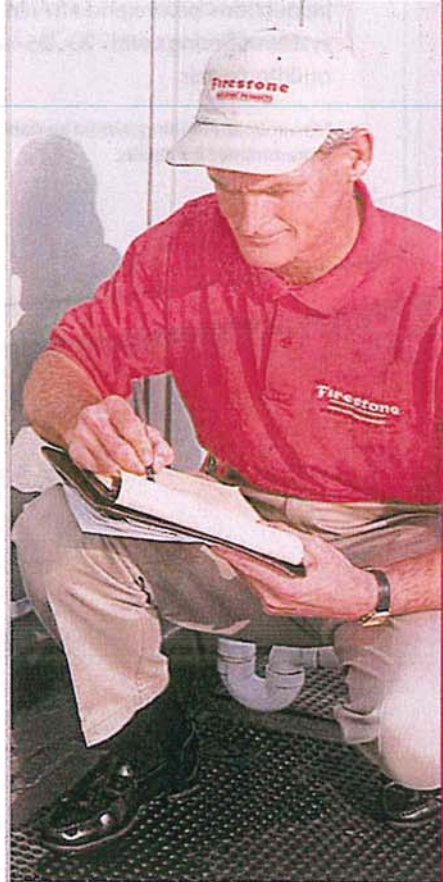
Firestone

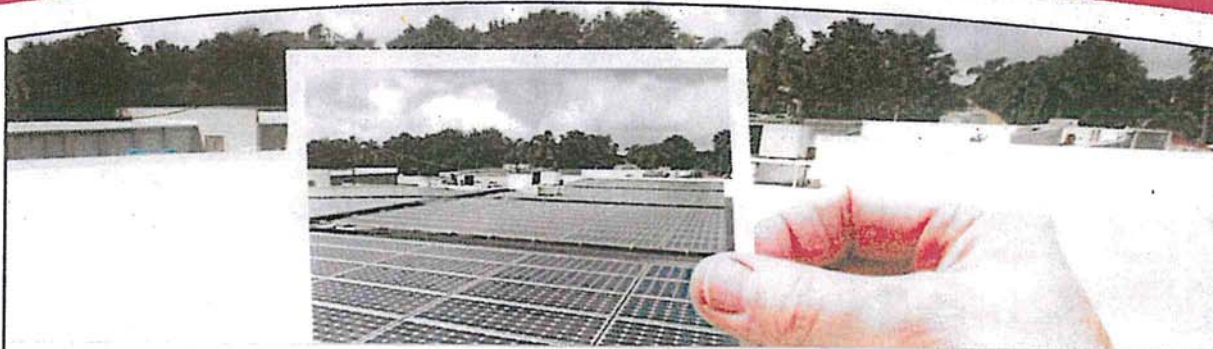


Compare for yourself. Does their warranty do all this?

Firestone's Red Shield Warranty stands alone against the competition. Trust Firestone to offer a warranty program for every building, every need, every budget.

- ✓ Material and labor covered with comprehensive, no-dollar limit liability
- ✓ "Edge to edge" system coverage, including membrane, insulation and metal — all from a single source manufacturer
- ✓ A single source for warranties on all roof types, from EPDM to TPO, from Modified Bitumen to Metal
- ✓ Licensed and trained installers, plus field technical team to inspect roofs for optimum installation and quality control
- ✓ Warranties from five years up to 30 years in length
- ✓ A wide variety of warranties to match every customer's needs
- ✓ Warranty coverage that has been put to the test, earning the trust of contractors, building owners, architects and specifiers for over a generation
- ✓ Warranty coverage that is transferable from owner to owner
- ✓ One number to call for warranty claims — 24/7/365
- ✓ Backed by Bridgestone Corporation, a global company with billions in assets
- ✓ The comfort and confidence that come from dealing with a company that is dedicated, reliable and easy to work with





A new green outlook on our Red Shield™ Warranty.

Everyone in the commercial building industry is making an investment in "greener" systems, materials and building practices. Now, Firestone is backing your investment in the future with an investment of our own: the Firestone EnviroReady™ Roofing System and Warranty.*

This comprehensive program lets building owners install a high quality conventional roof today and upgrade it with green roofing technology tomorrow. Firestone's Red Shield warranty keeps your new EPDM or TPO roof "enviro-ready" for responsible upgrades for up to 7 years after initial installation, so you can go green in a way that matches your needs and your budget.

Thanks to Firestone, now you can plan future environmental roofing upgrades, fully confident that you are installing not just the products, but the industry leading Red Shield Warranty coverage you need to maintain everything that will go under your next "green" roof. This exclusive program covers inspections before and after installation of new green upgrades. Firestone also provides premium system offerings with 20-, 25- and 30-year warranty options to help you achieve your sustainable building goals.

* EnviroReady Roofing System available in select EPDM and TPO Roofing Systems. See your local Firestone sales representative for details.



Firestone Building Products

250 West 96th St., Indianapolis, IN 46260

Corporate Office: 1-800-428-4442 • 317-575-7000 • Fax: 317-575-7100

www.firestonebpc.com

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2835 Argentia Rd., Unit #2

Mississauga, ON L5N 8G6

1-888-292-6265 • 905-363-3150 • Fax: 877-666-3022

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Ikaroslaan 75 - 1930 Zaventem, Brussels, Belgium

+32 2 7114450 • Fax: +32 2 7212718

Firestone Building Products Latin America

8200 NW 52nd Terrace, Suite #107

Miami, FL 33166

305-471-0117 • Fax: 305-471-0377

Note: This brochure is meant only to highlight Firestone's products and specifications. Information is subject to change without notice. All products and specifications are listed in approximate weights and measurements. For complete product and detail information, please refer to the Technical Manual. Firestone takes responsibility for furnishing quality materials which meet Firestone's published product specifications. As neither Firestone itself nor its representatives practice architecture, Firestone offers no opinion on, and expressly disclaims any responsibility for, the soundness of any structure on which its products may be applied. If questions arise as to the soundness of a structure or its ability to support a planned installation properly, the Owner should obtain opinions of competent structural engineers before proceeding. Firestone accepts no liability for any structural failure or for resultant damages, and no Firestone Representative is authorized to vary this disclaimer.



This green product printed on recycled paper using Soy Inks and manufactured using 100% Wind Power.



ASPHALT MEMBRANE LIMITED WARRANTY

Warranty No: {ins#0}

FBPCO #{ins#1}

Square Footage: {ins#2} s. f.

Building Owner: {ins#3}

Building Identification: {ins#4}

Building Address: {ins#5}

Warranty Period Of: {ins#8} Years Beginning on: {ins#6}

Roofing Contractor: {ins#7}

For the warranty period indicated above, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, warrants to the Building Owner ("Owner") above that Firestone will, subject to the Terms, Conditions and Limitations set forth below, repair any leak in the Firestone Asphalt Roofing Membrane ("Membrane") as a result of weathering due to ordinary exposure to the elements or any manufacturing defect in the Membrane. Firestone's repair obligation over the life of this warranty is limited to the Owner's original cost of the Membrane.

TERMS, CONDITIONS AND LIMITATIONS

1. The Membrane is limited to mean the Firestone brand Asphalt Membrane when installed in accordance with Firestone Technical Specifications.
2. In the event any leak should occur in the Membrane: (a) The Owner must give written notice to Firestone within thirty (30) days of the discovery of a potential claim along with three 12" x 12" samples from the roofing membrane. Two samples must be from the suspected area and one must be from another area. By so notifying Firestone, the Owner authorizes Firestone or its designee to investigate the cause of the leak. (b) If upon investigation, Firestone determines that the leak is not excluded under the Terms, Conditions and Limitations set forth in this Limited Warranty, the Owner's sole and exclusive remedy and Firestone's liability will be limited to the repair of the leak. (c) Should the investigation reveal that the leak is excluded under the Terms, Conditions and Limitations set forth herein, the Owner is responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Asphalt Membrane Limited Warranty ("Limited Warranty") null and void. Firestone will advise the Owner of the type and/or extent of repairs required to be made at the Owner's expense that will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by the Owner to properly make these repairs in a reasonable manner and within a reasonable time shall render this Limited Warranty null and void. (d) Any dispute, controversy or claim between the Owner and Firestone concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Firestone do not resolve the dispute, controversy or claim in mediation, the Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hamilton County in the state of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.
3. Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed or registered applicator have been paid in full for all materials, supplies, services, warranty costs and other costs which are included in, or incidental to, the Membrane.
4. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a leak or damage is caused by: (a) Natural forces, disasters, or acts of God including, but not limited to, wind, hurricanes, tornadoes, hail, lightning, earthquakes, atomic radiation, insects, or animals; (b) Any act(s), conduct or omission(s) by any person, or act(s) of war, which damages the Membrane or which impairs the Membrane's ability to resist leaks; (c) Failure by the Owner to use reasonable care in maintaining the Membrane, said maintenance to include, but not limited to those items listed on the reverse side of this Limited Warranty titled "Building Envelope Care and Maintenance Guide"; (d) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, etc.; (e) Condensation or infiltration of moisture in, through, or around the walls, copings, rooftop hardware or equipment, building structure or underlying or surrounding materials; (f) Any acid, oil, harmful chemical, chemical or physical reaction and the like which comes in contact with the Membrane, which damages the Membrane, or which impairs the Membrane's ability to resist leaks; (g) Alterations or repairs to the Membrane not approved in writing by Firestone; (h) The architecture, engineering, construction or design of the roof, roofing Membrane, or building. Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of roof Membrane is appropriate; (i) A change in building use or purpose; (j) Failure to give proper notice as set forth in paragraph 2(a) above; (k) Ponded water.
5. This Limited Warranty shall be transferable subject to Firestone inspection, written approval, and payment of the current transfer fee.
6. During the term of this Limited Warranty, Firestone, its designated representative or employees shall have free access to the roof during regular business hours. In the event that roof access is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable costs incurred during inspection and/or repair of the Membrane that are due to delays associated with said restrictions. Owner shall be responsible for the removal and replacement of any overburdens, superstrata or overlays, either permanent or temporary, as necessary to expose the Membrane for inspection and/or repair.
7. Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.
8. This Limited Warranty does not cover flashings, seams, adhesives, sealants, coatings or workmanship.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

FIRESTONE BUILDING PRODUCTS COMPANY, LLC

By: John R. Geary

Authorized

Signature: _____

Title: VP of Quality, Technology & Product Development

Firestone

ROOFING MEMBRANE LIMITED WARRANTY

Warranty No: **SAMPLE**

FBPCO #**SAMPLE**

Square Footage: **SAMPLE** s.f.

Building Owner: **SAMPLE**

Building Identification: **SAMPLE**

Building Address: **SAMPLE**

Warranty Period Of: **(5) (10) (15) (20) Years** Beginning on: **SAMPLE**

Roofing Contractor: **SAMPLE**

For the warranty period indicated above, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, warrants to the Building Owner ("Owner") above that Firestone will, subject to the Terms, Conditions and Limitations, set forth below, provide replacement membrane materials sufficient to replace any area of Firestone Roofing Membrane ("Membrane") which leaks as a result of ordinary exposure to the elements or any manufacturing defect in the Membrane. Firestone's replacement obligations over the life of this warranty are limited to the owners original cost of the Membrane, prorated based on the remaining months of the unexpired warranty.

TERMS, CONDITIONS AND LIMITATIONS

1. The Membrane is limited to mean the Firestone brand Membrane when installed in accordance with Firestone Technical Specifications.
2. In the event any leak should occur in the Membrane: (a) The Owner must give written notice to Firestone within thirty (30) days of any occurrence of a leak. By so notifying Firestone, the Owner authorizes Firestone or its designee to investigate the cause of the leak. (b) If upon investigation, Firestone determines that the leak is caused by deterioration in the Membrane as a result of ordinary exposure to the elements, the Owner's sole and exclusive remedy and Firestone's liability shall be limited to the supply of replacement membrane material sufficient to replace the affected area of membrane; (c) Should the investigation reveal that the leak is caused by something other than causes set forth in 2(b) above, investigation costs shall be paid by the Owner. Failure by Owner to pay for these costs shall render this Membrane Limited Warranty ("Limited Warranty") null and void. If the cause of the leak is determined by Firestone to be outside the scope of this Limited Warranty, Firestone shall advise the Owner of the type and/or extent of repairs required to be made at the Owner's expense which, if the Owner properly makes, will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by the Owner to make these repairs in a reasonable manner and within a reasonable time shall render this Limited Warranty null and void. (d) Any dispute, controversy or claim between the Owner and Firestone concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Firestone do not resolve the dispute, controversy or claim in mediation, the Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hamilton County in the state of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.
3. Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed applicator have been paid in full for all materials, supplies, services, warranty costs and other costs which are included in, or incidental to, the System.
4. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a leak or damage is caused by: (a) Natural forces, disasters, or acts of God including, but not limited to, winds, hurricanes, tornadoes, hail, lightning, earthquakes, atomic radiation, insects, or animals; (b) Any act(s), conduct or omission(s) by any person, or act(s) of war, which damages the System or which impairs the Membrane's ability to resist leaks; (c) Failure by the Owner to use reasonable care in maintaining the membrane, said maintenance to include, but not limited to those items listed on the reverse side of this Limited Warranty titled "Building Envelope Care and Maintenance Guide"; (d) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, etc.; (e) Condensation or infiltration of moisture in, through, or around the walls, copings, rooftop hardware or equipment, building structure or underlying or surrounding materials; (f) Any acid, oil, harmful chemical, chemical or physical reaction and the like which comes in contact with the Membrane, which damages the Membrane, or which impairs the Membrane's ability to resist leaks; (g) Alterations or repairs to the Membrane not approved in writing by Firestone; (h) The architecture, engineering, construction or design of the roof, roofing system, or building. Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of roof system is appropriate; (i) A change in building use or purpose; (j) Failure to give proper notice as set forth in paragraph 2(a) above.
5. This Limited Warranty shall be transferable subject to Firestone inspection, written approval, and payment of the current transfer fee.
6. During the term of this Limited Warranty, Firestone, its designated representative or employees shall have free access to the roof during regular business hours. In the event that roof access is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable costs incurred during inspection and/or repair of the System that are due to delays associated with said restrictions. Owner shall be responsible for the removal and replacement of any overburdens, superstrata or overlays, either permanent or temporary, as necessary to expose the surface of the System for inspection and/or repair. Failure by Owner to pay these coats or to deny roof access to Firestone shall render this Limited Warranty null and void.
7. Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.
8. This Limited Warranty shall be governed and construed in accordance with the laws of the State of Indiana without regard to conflict of laws.
9. This Limited Warranty does not cover flashings, seams, adhesives, sealants, coatings or workmanship.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

FIRESTONE BUILDING PRODUCTS COMPANY

By:

Authorized
Signature: _____
Title: _____

**SAMPLE - NOT A
VALID
WARRANTY**

The JM TPO Advantage

The JM TPO Advantage is now stronger than ever! Contractors, specifiers, and consultants played an important part in the design and engineering of JM TPO and the results speak for themselves. As we developed specifications for production, we evaluated and optimized the formulation to deliver results most important to our valuable customers specifying, using, and counting on JM TPO to deliver.

Through the rigor of six sigma design analysis, we identified key criteria that contractors, specifiers, and consultants ranked as most important: thickness over scrim, ozone resistance, reflectivity, consistent thickness across the sheet, variety of product offerings, maintenance of product properties after heat aging and overall weather resistance. JM TPO clearly has the advantage over other products on the market!

Highest Thickness-Over-Scrim in the Roofing Industry

The ASTM D 6878 minimum standard for thickness-over-scrim is 12 mils. JM target manufacturing standards are 150% of the ASTM requirement for 45 mil and an even greater percentage for 60 mil product. According to a leading roofing expert, thickness-over-scrim was identified as the most important TPO attribute for top performance.*

Exceptional Ozone Resistance

JM building scientists worked with our polymer chemists to understand and apply breakthroughs in chemistry that have allowed us to utilize the industry's best UV formulation. The JM TPO formulation was developed to maximize resistance to ozone degradation.

Solar Reflectance Index Exceeds the EPA Standard

JM TPO is ENERGY STAR® compliant with an SRI of 101 that exceeds the EPA standard. Some manufacturers offer TPO products that do not even meet this criteria. A high SRI also means additional cost savings for the owner. And, one more selling advantage for you as more and more building projects demand the most energy-efficient products on the market.

Thickness Tolerances Have Over 50% Less Deviation than Other Major Brands

JM measured 10' wide sheets from other brands at 105 data points across the width of the membranes. JM results indicated that our standard deviation is an average of half of the deviation found in the closest of two leading TPO membranes. Consistent thickness means consistent properties that assure excellent weathering, workability and an aesthetically pleasing appearance. Our tight tolerances are especially crucial to maintain the integrity of the encapsulated edge thickness.

Seam Strength 50% Higher Over a Wider Temperature Range

JM has successfully maximized the melt window of the membrane, assuring you a solid weld with the greatest flexibility in varying field conditions. With a seam strength averaging 50% higher than the market average over a temperature range of 775°F to 1,000°F, JM TPO can reduce cold welds and increase productivity. Better productivity equals a competitive advantage. Think of JM TPO as the best in class of wide "weld-window" TPOs.

Highly Engineered for Tear Strength and Uplift Resistance

JM TPO is strong and flexible helped by the scrim orientation and thickness of our polyester reinforcement. Our membranes have superior strength with a machine tear strength of 90 lbf, 5% greater than other TPOs reported at 86lbf. Many competitor's use 1,000 x 1,000 denier (thickness of threads) reinforcement for 10' wide sheets. The JM TPO reinforcement for 10' wide sheets is JM reinforcements are significantly higher at 1,300 x 1,300 denier. This has resulted in a multitude of benefits for JM TPO including puncture testing results which are 27% higher than another leading brand. Most importantly, the reinforcement allows for efficient load transfer in mechanically fastened systems and installing a membrane more resistant to damage equals fewer callbacks.





The JM TPO Advantage

Top Performance with 17% Higher Elongation

A higher elongation of 35% in the machine direction, versus a leading competitor's at 30%, ensures a greater accommodation for deck movement. Most importantly, JM TPO membrane has superior cold temperature mechanical properties.

A Great Variety of Product Offerings

The JM TPO product line has great breadth, giving contractors and owners many design and installation options. And, JM is the only manufacturer to have a peel and stick walkpad product as well as a 4" detail membrane. We are continually on the move with new innovations, so look soon for a new array in color choices.

Outstanding Climate Resistance as Measured by the Xenon Weatherometer

The ASTM test minimum standard is simulated exposure at 10,080 kJ/m². JM has maintained performance now to 19,800 kJ/m² and continues to accumulate exposure well past the ASTM requirements. Compare this to another brand with performance requirements of only 17,000 kJ/m². Additionally, JM TPO shows remarkable retention of physical properties after heat aging.

Nationwide and Extensive Technical Service Support

Our Technical Services will assist with details and how to adapt JM TPO to the accessories products you may be familiar with from other brands, making it much easier for you to try the JM product.

JM has a Bright Financial Future Even in these Economically Uncertain Times

JM is owned by Berkshire Hathaway, a company with the highest level of leadership from Warren Buffett. You can be assured that JM will have the financial stability to honor guarantees over a long time horizon. Other manufacturers may not be so confident. We are a 150+ year-old company with a track record that you can trust now and in the future.

****Most Important TPO Quality – The Remarkable Growth of Thermoplastic Polyolefin (TPO) Roofing Systems**
Roofing News January 2007*



Siplast Multi-Ply SBS-Modified Bitumen Membranes

Multi-Ply SBS-Modified Bitumen Membranes

Print

Submittal Information:

- Data Sheets
- Details
- Guide Specs
- Spec Plates

In the late 1960s, Siplast Research and Development, working in conjunction with Shell Chemical of Europe, developed SBS (styrene-butadiene-styrene) modified bitumens. We found that by properly modifying asphalt with SBS, we could produce a highly durable elastomeric blend with exceptional elongation and recovery properties over a wide range of temperatures. This technology was applied to the design of our two-ply engineered roof systems, in which the workhorse base ply absorbs roof stresses while the top ply shields the base from the elements and mechanical abuse. To learn more about our engineered roof systems, click on a selection below.



Granule-Surfaced Membrane (Paradiene 20/30)



Foil-Surfaced Membrane (Veral)



Reflective/Cool Roof Systems (Paradiene CR)



Vegetated Green Roof Systems (Teranap)



Non-Surfaced Membrane with Overburden (Paradiene 20/20)



SBS-Modified Bitumen Roof Systems Brochure



Repair & Maintenance Brochure



Full Line Engineered Roofing & Waterproofing Systems



Technical Guide

Top

50 mil FiberTite-XT

Product Data

APPLICATION

50 mil FiberTite-XT Roofing Systems carry extensive FM Global and Underwriters Laboratories approvals. 50 mil FiberTite-XT Roofing Systems can be installed by mechanically fastening the membrane with FiberTite Magnum Fasteners and Stress Plates or adhering the membrane in FTR 190e bonding adhesive to pre-approved substrates. 50 mil FiberTite-XT can also be installed in typical ballast configurations using conventional stone or paver ballast.

For specific installation recommendations and requirements, please consult the most current versions of Seaman Corporation's Guide Specifications for the installation of FiberTite Roofing Systems.

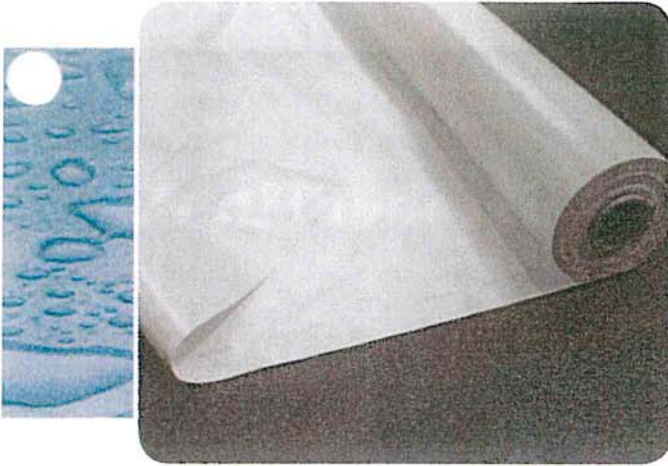
PHYSICAL PROPERTIES (cont.)

ASTM D6754-02	Minimum Requirements	50 mil Typical
Accelerated Weathering <i>Practice G 155 / xenon</i>	5000hr	>10000hr
cracking (7x magnification)	none	none
crazing (7x magnification)	none	none
Accelerated Weathering <i>Practice G 154 / UVA</i>	5000hr	>10000hr
cracking (7x magnification)	none	none
crazing (7x magnification)	none	none
Fungi Resistance <i>Practice G 21, 28 days</i>	no growth none	no growth none
Sustained Growth Discoloration		
Abrasion Test, cycles <i>D 3389 H-18 wheel / 1,000 g load</i>	1,500	2,000+
Additional Physical Properties		
Tensile Strength (psi) <i>ASTM D882</i>	> 9500	
Breaking Strength (lbs) <i>ASTM D751, Grab Method</i>	600	
Puncture Resistance (lbs) <i>ASTM D751, Bursting Strength</i>	700	
Water Vapor Transmission <i>ASTM E96 proc. A (gm/m²/24hrs)</i>	1.3	
Shore A Hardness <i>ASTM D2240</i>	87	
Flame Resistance <i>MIL-C-20696C / Type II Class 2</i>	pass	
Oil Resistance, MIL-C-20696C <i>No swelling, cracking or leaking</i>	none	
Hydrocarbon Resistance, MIL-C-20696C <i>No swelling, cracking or leaking</i>	none	
High Temperature Dead Load <i>ASTM D751 (50 lbs, 160°F, 4 hrs)</i>	pass	
Energy Attributes (Color DC196 Off-White)		
Solar Reflectance <i>ASTM E903</i> <i>ASTM E1918</i>	79% 83%	
Solar Reflectance (3 yr aged) <i>ASTM C1549</i>	Un-Cleaned 66%	Cleaned 78%
Solar Emittance <i>ASTM E408</i> <i>ASTM C1371</i>	95% 85%	
Solar Emittance (3 yr aged) <i>ASTM C1371</i>	Un-Cleaned 74%	Cleaned 81%
Energy Star	yes	
Solar Reflective Index (SRI) <i>ASTM E1980</i>	98.54	
LEED 2.2 - Heat Island Effect <i>SS Credit 7.2</i>	1 Credit	



**INTELLIGENT
ROOFING SOLUTIONS**

MEMBRANE



50 mil FiberTite-XT

Product Data

Seaman Corporation's 50 mil FiberTite-XT membrane features an 18 x 18 / 1,100 x 1,300 denier weft reinforced polyester knit fabric, coated with a proprietary compound, utilizing DuPont's™ Elvaloy® Ketone Ethylene Ester (KEE) as the principle polymer in the hybrid vinyl alloy coating.

DESCRIPTION

50 mil FiberTite-XT is a 42-oz sq. yd/nominal 50-mil (1.27 mm) thick membrane and is an Xtra-tough version of the FiberTite family of membranes. 50 mil FiberTite-XT not only exceeds all requirements enumerated in ASTM D6754-02 Standard Specification for Ketone Ethylene Ester (KEE) Based Sheet Roofing, but exceeds the physical properties and performance characteristics of 50-mil composite products.

Seaman Corporation is vertically integrated, which allows complete control over the manufacturing process from the selection of the yarns, to the engineering, knitting and weaving of the base fabrics to the final coating process. Today, FiberTite Roofing Membranes are the result of Seaman Corporation's 60 years of applied fabric engineering and coating technology.

All FiberTite Roofing Membranes are constructed using high tenacity/heavy weight yarns to create a base fabric reinforcement to impart superior puncture, tensile and tear resistance properties. The base polyester fabrics are primed with a unique and proprietary adhesive coat that lays the foundation to physically bond the KEE coatings to the "fiber" to maximize seam strength and overall membrane performance.

50 mil FiberTite-XT is coated face and back with Seaman Corporation's original "KEE" formulation to provide superior air and vapor characteristics, extreme UV resistance, broad chemical resistance and long-term flexibility and reparability for the installed roofing membrane system. Additionally, 50 mil FiberTite-XT exhibits superior ice, puncture, fungus, algae and flame resistance that make FiberTite Roofing Systems some of the most sustainable roofing systems available.

50 mil FiberTite-XT membrane is available in conventional 12 ft and 18 ft widths by roll or cut pieces. 50 mil FiberTite-XT is also available in custom and prefabricated roll widths and lengths that incorporate integrated fastening tabs, making jobs and site clean-ups much easier. Up to 24 ft wide by 120 ft in length field covering of the membrane is accomplished by fusing the thermoplastic membrane with conventional hot air welding equipment.

PHYSICAL PROPERTIES

ASTM D6754-02	Minimum Requirements	50 mil Typical
Thickness, mm (in.) ASTM D 751	0.79 (0.031)	1.27 (0.050 nom.)
Thickness over Fiber, mm (in) Optical method (inches)	0.15 (0.006)	.38 (0.015)
Breaking Strength, N (lbf) ASTM D 751 proc. B - strip	1175 (265)	1779 (400)
Elongation at Break, % ASTM D 751 - strip	15	18
Tear Strength, N (lbf) ASTM D 751 Proc. B. Tongue Tear	335 (75)	556 (125)
Linear Dimensional Change ASTM D 1204 max (%)	1.3	.78
Fabric Adhesion, N/m (lbf/in) ASTM D 751	225 (13)	no peel
Retention of Properties after Heat Aging ASTM D 3045 - 176° /56 days		
Breaking Strength, strip, % original	90	90
Elongation at Break, strip, % original	90	90
Low Temperature Bend after Heat Aging	-30	-40
Low Temperature Bend ASTM D 2136 (°F)	-30	-40
Change in Weight after Exposure in Water D 471 158°F, 166 h, one side only, max. (%)	0.0, +6.0	0.0, +3.7
Factory Seam Strength, N (lbf) ASTM D 751 Grab Method	1780 (400)	> Fabric Break
Hydrostatic Resistance, Mpa (psi) ASTM D751	3.5 (500)	5.9 (850)
Static Puncture Resistance ASTM D 5602 (99 lbf)	pass	pass
Dynamic Puncture Resistance (J) ASTM D 5635	10	30



For more information on FiberTite Systems and accessories please call:
Seaman Corporation (800) 927-8578
International (330) 262-1111
www.fibertite.com

FiberTite® is a registered trademark of Seaman Corporation.



Subject to the conditions of Approval for a roof covering when installed as described in the current edition of the Approval Guide.



CFFA CHEMICAL FABRICS & FILM ASSOCIATION, INC.



As to an external fire exposure only. See UL directory of products certified for Canada and UL roofing materials and systems directory 34KL, 48PO, 97P9.



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