

TIPS VENDOR AGREEMENT (JOC)

Between Exterior Materials LLC and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RCSP 200201 Trades, Labor and Materials (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 the 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. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

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 for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

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

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

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

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 for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, 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.

- 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 the TIPS program.
- 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.

Term and 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.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

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 that exceeds month to month terms 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, executed Agreement or other written instruction 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 is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

The awarded Vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxx." 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 and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is due to TIPS from the Vendor.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. 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. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** 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 five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by 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 prior 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 provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically 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.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

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 of 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.

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 reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

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, service agreements or any supplemental agreement 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.

Choice of Law

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.

Venue, Jurisdiction and Service of Process

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 for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

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 may assist, at TIPS sole discretion, 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.

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 three business days 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.

TIPS Vendor Agreement Signature Form

RFP 200201 Trades Labor and Materials (JOC)

Company Name Exterior Materials LLC

Address PO Box 192

City Shelby State Al Zip 35143

Phone 334-467-2009 Fax _____

Email of Authorized Representative exteriormaterials@gmail.com

Name of Authorized Representative Keith Wilson

Title Owner/President

Signature of Authorized Representative *Keith Wilson*

Date March 3, 2020

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature *Meredith Barton*

Approved by ESC Region 8 *David Wayne Fitts*

Date 4/23/2020

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



200201 Addendum 3 Exterior Materials LLC Supplier Response

Event Information

Number: 200201 Addendum 3

Title: Trades, Labor and Materials (JOC)

Type: Request for Proposal

Issue Date: 2/6/2020

Deadline: 4/3/2020 03:00 PM (CT)

Notes: If your company currently has a Job Order Contracting (181101) **it is not necessary or beneficial to you to respond to this solicitation as your current contracts allow you to perform the same work as this new solicitation would permit.** Unless and if you wish to bid different terms, pricing or otherwise change from your existing contract, Job Order Contracting (181101), proposing on the current solicitation provides no additional benefits to your company.

Dear potential TIPS Vendor,

As you review the solicitation information, you are probably looking for detailed job specifications and a scope of work for which to submit a proposal. Because of the way TIPS and most other purchasing cooperatives procure contracts, there is no specific project to award. TIPS awards an IDIQ contract, where IDIQ is an abbreviation of the term "Indefinite Delivery/Indefinite Quantity". This is a type of contract that provides for an indefinite quantity of supplies or services during a fixed period of time or life of the awarded agreement. This

RCSP/solicitation was issued as a prospective award for a pricing agreement to be used when a TIPS member entity needs the goods or services offered under the agreement in the different categories of solicitations. If you have any additional questions, please don't hesitate to reach out to us here at TIPS!

Contact Information

Contact: Jensen Mabe, Construction Program Manager
Address: Region VIII Education Service Center
4845
Pittsburg, TX 75686
Phone: +1 (903) 438-6237
Fax: +1 (866) 839-8472
Email: bids@tips-usa.com

Exterior Materials LLC Information

Contact: Keith Wilson
Address: PO Box 192
Shelby, AL 35143
Phone: (334) 467-2009
Email: exteriormaterials@gmail.com

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

Keith Wilson

Signature

Submitted at 4/1/2020 9:28:55 AM

exteriormaterials@gmail.com

Email

Requested Attachments

Vendor Agreement

200201_Vendor_Agreement_JOC Completed.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

200201_Vendor_Agreement_Signature_Form Completed.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Pricing Spreadsheet

Pricing Form for TIPS - Versico JANUARY 2020 Price Book Updated (1).xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

RS Means Pricing Form JOC

Microsoft Word - 180903 Part 2 RS MEANS JOC Pricing Form Exterior Materials LLC.pdf

The vendor must download the "RS Means JOC PRICING_FORM" from the attachment tab, fill in the requested information and upload the completed agreement. DO NOT FAIL TO COMPLETE ALL SECTIONS AND BLANKS IN THE FORM OR IT COULD RENDER YOUR RESPONSE INVALID.

DO NOT UPLOAD encrypted or password protected files.

Xactimate Pricing JOC Form

No response

Should you choose to provide optional Xactimate pricing on you should upload that form here

References

Reference_Form_JOC_Exterior_Materials_LLC.xls

Valid Reference Email addresses are REQUIRED on the spreadsheet. The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

Exterior Materials Company Info.zip

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

HUB Certification OPTIONAL

No response

Completion of the HUB Subcontracting Plan Form is OPTIONAL. THE FORM INFORMATION HAS NO EFFECT ON YOUR EVALUATION SCORE. IT IS INFORMATIONAL ONLY. Some Texas State agencies and Universities require it be a part of the file when determining if they can use a TIPS contract. If you choose to complete one, it is not project specific but the general plan the vendor would use. Complete it as best you can. Vendor can download the HUB Subcontracting Plan Form from the "Attachments" tab and upload their HUB Subcontracting Plan Form.

Warranty

No response

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Supplementary

Versico All Systems Brochure.pdf

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

em logo jpg.jpg

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 350 x 350 pixel - .png, .eps, .jpg preferred.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION

CERTIFICATION_OF_CORPORATE_OFFERER_FORM.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"

No response

If you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Form

Microsoft Word - CONFIDENTIALITY_CLAIM_FORM.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Bonding Capacity Letter from Surety/Insurance Company

Offer of Terms and Prequalification Letter HUD for Exterior Materials LLC.pdf

Attach the Bonding Capacity Letter from Surety/Insurance Company. If you do not have one available at time of proposal, attached a letter stating it will be submitted when received to prove bonding capacity. No award can be made until official bonding capacity letter is received by TIPS.

Bid Attributes

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. <input type="text" value="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. <input type="text" value="No"/>
3	Yes - No The Vendor can provide services and/or products to all 50 US States? <input type="text" value="No"/>
4	States Served: If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) <input type="text" value="AL, FL Panhandle"/>
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.) <input type="text" value="Exterior Materials LLC is a Manufacturer's Representative with more than 20 years building envelope experience. Exterior Materials has a full range of building envelope products. For low slope roofing, Exterior Materials represents Versico Roofing Systems. Versico has positioned itself as one of the top three single-ply roofing system manufacturers in the U.S. by focusing its efforts on quality products and exceptional service. Versico membranes and roofing systems are rigorously evaluated and tested to ensure that you receive an unmatched roof that will provide years of protection for your valuable assets. Fewer than 10% of all roofing contractors in the United States qualify to become Versico Authorized Contractors, ensuring that only the most skilled contractors are permitted to install Versico roof systems. Versico's industry-leading warranties offer building owners unparalleled leak coverage, are transferable, and are available with optional hail, wind, and accidental puncture coverage."/>
6	Primary Contact Name Primary Contact Name <input type="text" value="Keith Wilson"/>
7	Primary Contact Title Primary Contact Title <input type="text" value="Owner"/>

8	Primary Contact Email Primary Contact Email <input type="text" value="exteriormaterials@gmail.com"/>
9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="3344672009"/>
10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="3344672009"/>
12	Secondary Contact Name Secondary Contact Name <input type="text" value="Zachary Wilson"/>
13	Secondary Contact Title Secondary Contact Title <input type="text" value="Sales Representative"/>
14	Secondary Contact Email Secondary Contact Email <input type="text" value="zac.exteriormaterials@gmail.com"/>
15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="3342242849"/>
16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="3342242849"/>

1 8	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Vicki Wilson"/>
1 9	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="exteriormaterials@gmail.com"/>
2 0	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="3345957712"/>
2 1	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Keith Wilson"/>
2 2	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="wilsonkd1@gmail.com"/>
2 3	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="3344672009"/>
2 4	Company Website Company Website (Format - www.company.com) <input type="text" value="www.exteriormaterialsllc.com"/>
2 5	Federal ID Number: Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) <input type="text" value="27-0462068"/>
2 6	Primary Address Primary Address <input type="text" value="PO Box 192"/>
2 7	Primary Address City Primary Address City <input type="text" value="Shelby"/>
2 8	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="AL"/>

29	Primary Address Zip
	Primary Address Zip <input type="text" value="35143"/>

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.) <input "="" type="text" value="Versico Roofing Systems, Versico, Exterior Materials LLC, Exterior Materials, Roof, Single Ply, flat roof, low slope roof, TPO, PVC, EPDM, Fleeceback, Thermoplastic, Polyolefin, KEE, Roofing, Ketone, Elastomeric, Iso, Insulation, Roof Top Garden, Green Roof, Hybrid Roof, Modified Roof, Modified, Metal Roof, Standing Seam Roof, Roof Coatings, Coatings, Silicone,"/>

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? <input type="text" value="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? <input type="text" value="No"/>

33	Company Residence (City)
	Vendor's principal place of business is in the city of? <input type="text" value="Billingsley"/>

34	Company Residence (State)
	Vendor's principal place of business is in the state of? <input type="text" value="Alabama"/>

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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.

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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.

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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.

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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.

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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.

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Yes - No

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

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Years Experience

Company years experience in this category?

4 2	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? <input type="text" value="Yes"/>
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4 3	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.
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4 4	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 our website at: Copy and Paste the following link into a new browser or tab: https://www.tips-usa.com/assets/documents/docs/CIQ.pdf There is an optional upload for this form provided if you have a conflict and must file the form. <input type="text" value="No"/>
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4 5	Filing of Form CIQ If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above? <input type="text" value="No"/>
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4 6	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. <input type="text" value="Yes"/>
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Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

No response

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Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

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.

Suspension or Debarment Instructions

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.

50 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.

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.

51 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, audiotope, 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.

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.

5 2 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:

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.

5 3 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?

5 4 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?

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2 CFR PART 200 Clean Air Act

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

Pursuant to 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.

Does vendor agree?

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2 CFR PART 200 Byrd Anti-Lobbying Amendment

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

Pursuant to 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.

Does vendor agree?

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2 CFR PART 200 Federal Rule

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)

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).

Does vendor certify that it is in compliance with the Clean Air Act?

58 2 CFR PART 200 Procurement of Recovered Materials

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.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

59 Certification Regarding Lobbying

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.

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

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

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

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

60 Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"

ONLY IF you answered "I HAVE Lobbied per above" to attribute #59, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

61 Subcontracting 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?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

6
2

ONLY IF YES TO THE PREVIOUS 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?

ONLY IF YES TO THE ABOVE QUESTIONS 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.

6
3

Davis-Bacon Act compliance.

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 S, "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.

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

4 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).

6 **Indemnification**

5 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

6 Remedies

6

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?

6 Remedies Explanation of No Answer

7

6 Choice of Law

8

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.

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?

6 **Jurisdiction and Service of Process**

9 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. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County 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?

7 **Alternative Dispute Resolution Explanation of No Answer**

0

7 **Infringement(s)**

1 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.

Do you agree to these terms?

7 **Infringement(s) Explanation of No Answer**

2

7 **Acts or Omissions**

3 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.

Do you agree to these terms?

7 **Acts or Omissions Explanation of No Answer**

4

7
5

Contract Governance

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.

Yes

7
6

Payment Terms and Funding Out Clause

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.

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?

Yes

7 Insurance and Fingerprint Requirements Information

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.

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 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

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.

None

7 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

9 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.

8 **Texas Government Code 2270 Verification Form**

0 Texas Government Code 2270 Verification Form
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.

The relevant section addressed by this form reads as follows:

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)

4845 Highway 271 North

Pittsburg, TX, 75686

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.

AND

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>

I swear and affirm that the above is true and correct.

YES

8 1 Logos and other company marks

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 350 x 350 pixel - .png, .eps, .jpg preferred

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

8 2 Felony Conviction Notice

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

A. Firm is a publicly held corporation.

8 3 If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

No response

84 Required Confidentiality Claim Form

Required Confidentiality Claim Form

This form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at rick.powell@tips-usa.com

85 Choice of Law clauses for TIPS Members

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

86 Venue of dispute resolution with a TIPS Member

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

87 Attribute deleted as part of an Addendum

88 Indemnity Limitation with TIPS Members

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

89 Arbitration Clauses

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

Agreement is a required condition to award of a contract resulting from this Solicitation.

90 Required Vendor Sales Reporting

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

91 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

92 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.

93 Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

94 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.

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

Please verify your references are current and valid, as they are a SIGNIFICANT required evaluation component of the evaluation process, and the evaluation cannot be completed without responses from these references when we contact them.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone	JOB INFORMATION
Edgewood Elementary School	Johns and Kirksey - Heath Clark (205-759-2830)	heath@johnskirksey.com	205-870-4203	Homewood City Schools BOE- Bill Lavender (blavender@homewoodk12.al.us)
Addition to Gresham Elementary	Willoughby Roofing - Kyle Willoughby (256-734-1387)	kyle@wrsminc.com	205-402-5378	Vestavia Hills City BOE- Tony Bellew (bellewto@vestavia.k12.al.us)
Partial Reroofing West Elementary School	MG Roofing - Monty Gaiser (256-381-0379)	ir@mgroofing.net	256-331-2004	Russellville City BOE - Lisa Witt (lisa.witt@rcs.k12.al.us)
Florence Middle School	MG Roofing - Monty Gaiser (256-381-0379)	ir@mgroofing.net	256-768-3045	Florence City Schools - David Wigginton (dwigginton@florencek12.org)
Partial Reroofing at John Pope Eden Career Tech Center	Alabama Roofing and Sheet Metal - Tony Saunders (256-831-9000)	tony@alabamaroofing.net	205-629-6277	St. Clair County BOE - Jeremy Mitchell (jeremyw.mitchell@sccboe.org)

Required Confidential Information Status Form

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 attach 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 all the confidential information in the submitted proposal. 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. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

Exterior Materials LLC

Name of company

Keith Wilson President

Printed Name and Title of authorized company officer declaring below the confidential status of material

PO Box 192 Shelby AL 35143

Address

City

State

ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION.

I DO CLAIM parts of my proposal to be confidential and DO NOT desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. 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.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMAITON REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date _____

OR -----

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

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.

Signature Keith Wilson Date March 24, 2020



PO Box 471023
Charlotte, NC 28247
(800) 438-1162
FAX (704) 364-3214
contract@bondexchange.com

Official Offer of Terms/Prequalification Letter

Date: February 7, 2020

Exterior Materials LLC

PO Box 192

Shelby, AL 35143

Thank you for your application for bonding prequalification. We have been successful in placing your company with a Surety Company to meet your current bonding needs. Below is your offer of terms.

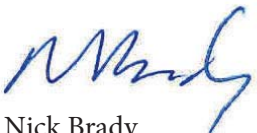
Name of Surety:	<u>Hudson Insurance Company</u>
Address of Surety:	<u>100 William Street, New York, NY 10038</u>
Single Limit:	<u>\$ 400,000</u>
Aggregate Limit:	<u>\$ 750,000</u>
Annual Bid Bond Fee:	<u>N/A</u>
Premium for Finals (Payment/Perf.):	<u>\$30/thousand (3%)</u>

If you accept our offer of terms, please return the Surety's Indemnity Agreement signed. It has been provided separately.

This offer can be used as a letter of good standing. You may make copies and file them with any General Contractors or Obligees who might wish to retain a copy for their records.

Should you or any of your associates have any questions concerning any non-confidential information such as your above capacity or bond rate, please feel free to give me a call to discuss.

Thank you again.


Nick Brady
Contract Underwriter
BondExchange



A SINGLE SOURCE FOR SINGLE-PLY ROOFING

ROOFING SYSTEMS



BUILDING VALUE

HISTORY & EXPERIENCE

Versico was formed in 1993 through the acquisition of a major single-ply roofing manufacturer. Now more than twenty-five years later, Versico has positioned itself as one of the top single-ply roofing system suppliers in the U.S. by focusing its efforts on quality products and exceptional service.

With decades of experience in the single-ply roofing field, Versico has been instrumental in the development of today's leading technologies in the commercial roofing industry.

Versico is able to offer you time-tested, proven solutions for your roofing needs. Versico membranes and roofing systems are rigorously evaluated and tested to ensure that you receive an unmatched roof that will provide years of protection for your valuable assets.



CONTENTS

- Versico Capabilities 2
- Warranty & Technical Expertise 3
- Product Innovation 4-5
- Specialized Solutions 6
- Labor Savers 7
- EPDM Roofing Systems 8-9
- TPO Roofing Systems 10-11
- PVC Roofing Systems 12-13
- VersiFleece® Roofing Systems 14-15
- Insulation Products 16-17
- Adhesive Products 18
- Air & Vapor Barriers 19
- VersiTrim™ Perimeter Roof Edge Systems 20-21
- Pavers and Roof Garden Roofing Systems 22-23
- Education & Workshops/Training Locations 24-25

1981
Goodyear creates roofing division

Early 1990s
Goodyear begins development on new product concept: TPO membrane

1993
Carlisle Construction Materials acquires Goodyear roofing division and establishes Versico Roofing Systems

1998
Versico begins production of VersiWeild® TPO membrane on the industry's first dedicated TPO membrane manufacturing line in Senatobia, MS

2005
Versico launches innovative line of PVC membranes and accessories

2005
Versico relocates its headquarters to Carlisle, PA to help resource their tremendous growth

Late 2000s
Versico surpasses 1 billion square feet of single-ply membrane sold

2010
Versico launches annual Gold Medal Quality Award recognizing outstanding installation quality

Early 2010s
Versico announces the grand opening of its fifth TPO manufacturing line to complement the existing 3 EPDM, 1 PVC, 8 Polyiso, and 9 EPS Insulation manufacturing lines

VERSICO CAPABILITIES

Versico's network of nearly 900 distribution locations throughout the continental United States means that no matter where your project is located, you can count on timely deliveries and easy access to all the materials you want and need.

In addition to the expansive network of distributors, Versico has also hand selected authorized contractors throughout the country. Each contractor is approved based on their commitment to quality installations and their dedication to customer service. Each of the more than 2,500 authorized Versico contractors must maintain status by meeting Versico's requirements for providing top-quality craftsmanship and excellent service to each and every customer.

VERSICO MANUFACTURING CAPACITY

3 EPDM Manufacturing Lines

9 EPS Manufacturing Lines

5 TPO Manufacturing Lines

1 Adhesive Manufacturing Line

1 PVC Manufacturing Line

1 Tape Manufacturing Line

8 Polyisocyanurate Manufacturing Lines

WARRANTY & TECHNICAL EXPERTISE

DEDICATED TRAINING & EDUCATION
Versico employs an in-house training staff dedicated to providing roofing professionals with comprehensive training and continuing education opportunities. To further this mission, Versico recently opened its Training and Education Center, which is a multi-million-dollar, state-of-the-art training facility.

LOCALIZED FIELD SERVICE REPRESENTATIVES
Versico employs nine Technical Managers and 65 Field Service Representatives (FSRs) who provide a wide variety of services to contractors in the United States, in addition to conducting inspections. FSRs assist with job startups, jobs in progress, warranty transfers, investigations, invoice inspections, and any other rooftop services for the duration of the warranty. FSRs also conduct in-shop seminars upon request and help with Contractor Certifications classes and Foreman's Workshops in PA, GA, NY, TX, and UT.

Before they step foot on a roof, however, FSRs receive four weeks of classroom and hands-on training in Carlisle, PA, where they learn all about Versico's specifications, details, and warranty requirements. At the end of the four weeks, new FSRs take a written test and are required to get a 90% or higher to pass. They then spend an additional six to eight weeks in the field receiving on-the-job training from other FSRs, and the Technical Managers determine when they are released from the training program. In addition to the initial training program, FSRs regularly go through continuing education and training.

QUALITY-FOCUSED AUTHORIZED CONTRACTOR NETWORK

Fewer than 10% of all roofing contractors in the United States qualify to become Versico Authorized Contractors, ensuring that only the most skilled contractors are permitted to install Versico roof systems.



EXTENSIVE ROOF SYSTEM WARRANTY OPTIONS

Versico issues approximately 5,000 warranties each year, with terms ranging from five to 30 years in length. Versico's industry-leading warranties offer building owners unparalleled leak coverage, are transferable, and are available with optional hail, wind, and accidental puncture coverage.

OPTIONAL WARRANTY COVERAGE



PRODUCT INNOVATION



RapidLock Technology

RapidLock (RL™) is an adhesive-less fully-adhered system that uses VELCRO® Brand Securable Solutions to attach 116-mil VersiFleece RL EPDM or TPO to VersiCore RL or SecurShield® HD RL polyiso insulation. Advantages of the RapidLock Roofing System include:

- No VOCs, adhesives, or odors
- Easy installation – saves time and labor
- Excellent resistance to hail and punctures
- No temperature application restrictions



APEEL™ Protective Film

Patented APEEL Protective Film guards TPO membrane against scuffs and dirt accumulation during construction and eliminates the need to clean the roof after installation. Advantages of APEEL Protective Film include:

- Enhanced durability; easy removal
- Labor savings by eliminating the need to clean the roof after installation
- Improved aesthetics with the membrane being protected during installation



CAV-GRIP™ 3V Low-VOC Adhesive/Primer

Versico's CAV-GRIP 3V Low-VOC Aerosol Contact Adhesive/Primer can be used for adhering all VersiFleece membranes, standard TPO, and standard EPDM to vertical walls and adhering standard TPO and EPDM membranes to horizontal surfaces. Saving both time and labor, CAV-GRIP 3V provides the following productivity-enhancing features:

- No stirring required
- Quick application with spray gun
- Fast tack time (less than 5 minutes)
- Up to 60% labor savings compared to traditional bonding adhesive



VersiFlex® PVC Pressure-Sensitive Cover Strip

VersiFlex PVC Pressure-Sensitive (PS) Cover Strip, a groundbreaking new product designed to help contractors save time, labor, and money, Versico's new PVC PS Cover Strip is used for stripping-in flat metal edging and eliminates the need for costly PVC-coated metal or two-piece clip-on edge metal. During field testing and evaluation, contractors called this product a "game changer."

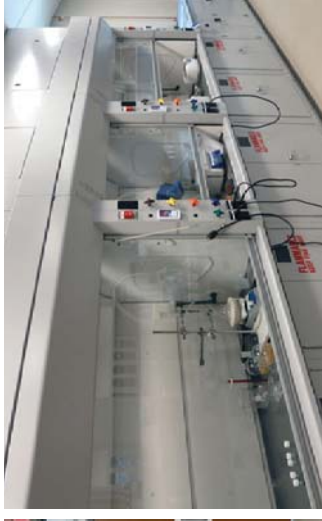
- Fast, simple installation with no welding required
- Pressure-sensitive adhesive is compatible with a variety of metal finishes, including Kynar®-coated metal



In 2019, Versico opened a multi-million dollar Research & Innovation Center to support the company's commitment to industry leadership and new product development. This facility is emblematic of the Research and Innovation team's vision statement ...

“Delivering industry-changing construction materials that exceed the expectations of our customers, by inspired and talented people using world-class technologies.”

Versico's investment in innovation has fostered partnerships with customers and suppliers in the development of products to optimize rooftop labor, improvements to the longevity of roofing systems, and enhancements to the user-friendliness of products.



SPECIALIZED SOLUTIONS



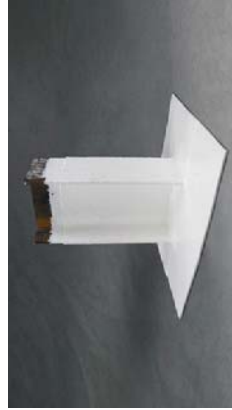
Solve your most challenging rooftop scenarios with Versico's line-up of specialized products – unique and innovative solutions for those particularly difficult roofing installations.



OPTIM-R® Vacuum Insulated Panel (VIP)

Versico's OPTIM-R is a high-R-value vacuum insulated panel (VIP) insulation. OPTIM-R provides a low-profile solution when height restrictions will not allow for the code-required or building owner-desired insulation values. Advantages of OPTIM-R include:

- Provides up to R-38 insulating value in a 2.6" system thickness
- Provides up to five times the R-value of commonly used insulation products



LIQUISEAL®

LIQUISEAL Liquid Flashing is a two-component, polyurethane-based system that creates a cold-applied liquid flashing that is compatible with all Versico EPDM, TPO, PVC, and KEE HP membranes. LIQUISEAL Liquid Flashing is ideal for flashing oddly shaped penetrations and tying together dissimilar roofing systems without building a knee wall or impeding drainage.



VacuSeal™ Vent Secured Roofing System

Versico's revolutionary VacuSeal Vent Secured Roofing System leverages the power of the wind to hold the roof securely in place without the use of adhesives and fasteners. Using specialized V2T Vents, the VacuSeal Vent Secured Roofing System creates negative air pressure that removes excess air beneath the roof membrane, creating a suction effect that strengthens the roof and holds the membrane securely in place. Advantages of the VacuSeal Vent Secured Roofing System include:

- Reduced installation time
- No cold weather limitations
- Increased savings – each V2T Vent replaces seven buckets of adhesive, 1,000 screws, or 24,000 lbs. of ballast
- V2T Vents contain no moving parts and are made from UV-resistant PVC



VersiGuard® Non-Reinforced EPDM with Quick-Applied Tape

Versico's labor-saving VersiGuard Non-Reinforced EPDM Membrane makes it possible to increase productivity and easily apply membrane when paired with Quick-Applied Tape (QAT). QAT is available on all VersiGuard EPDM membranes up to 30' (9 m) in width, providing the fastest way to complete a seam in today's roofing market.



VersiGuard White Peel & Stick Accessories

These accessories feature pre-applied adhesive which saves time and labor and reduces the likelihood of improper installation. VersiGuard Peel & Stick accessories are ideal for installing details on all VersiGuard EPDM Roofing Systems and are also approved for use on VersiWeld TPO systems. Some of these accessories include:

- VersiGuard 20" Peel & Stick White Cured Flashing
- White EPDM Peel & Stick Curb Wrap
- VersiGuard White EPDM Peel & Stick Pipe Seals



Flexible DASH Dual Tank Adhesive

Versico's labor-saving Flexible DASH Dual Tank Adhesive adheres VersiFleece membranes with superior staying power and strength. Flexible DASH Dual Tank Adhesive is a two-component construction-grade, low-rise polyurethane adhesive designed for bonding Versico's VersiFleece membranes and/or insulation to various substrates. This allows for a decrease in setup time of up to 60% with the self-contained system compared to traditional installation.

- Ideal for smaller, more cut-up projects where mobilization of large equipment is not feasible
- Provides superior wind uplift resistance
- Application produces very little noise and odor, excellent for re-roofing occupied buildings
- Increases puncture resistance between 33-50% compared to traditional DASH Adhesive



Scan here for more information on Labor Saving products.

EPDM ROOFING SYSTEMS

With more than 50 years of proven performance, EPDM roofs are defined by their resiliency. Versico's VersiGard EPDM roofing systems offer solutions for any commercial building and feature superior resistance to UV weathering and hail damage.

ADVANTAGES OF EPDM ROOFING SYSTEMS



TIME-TESTED

Meeting or exceeding ASTM standards, black EPDM roofs have been used for more than 50 years and white EPDM roofs have been used for more than 30 years.



ENERGY EFFICIENT

Black EPDM helps to reduce heating costs in northern climates and white EPDM aids in reducing cooling costs in southern climates.



ROOFTOP SAFETY

Black EPDM helps to melt frost, dew, and ice, reduces a roof's snow load, and dries more quickly than a light-colored roof.



REDUCES CONDENSATION

Black EPDM helps to reduce the potential for condensation issues.



DURABLE

EPDM provides excellent resistance to weathering and hail damage.



SYSTEM OPTIONS

BALLASTED ROOFING SYSTEMS

VersiGard EPDM

- 50 years of proven performance
- Industry-leading UV resistance, plus added UV protection from the ballast
- Energy efficient in a variety of climates
- Low lifecycle costs and excellent hail resistance
- Reduces noise from exterior sources
- Aesthetically pleasing and ideal for concrete decks
- Described as "the original sustainable roof"

FULLY ADHERED SYSTEMS

VersiGard EPDM

- 50 years of proven performance
- Dark-colored EPDM reduces heating costs in colder climates, where they are generally 3-5 times greater than cooling costs
- Industry-leading UV resistance
- Full thickness of weathering material, no internal scrim
- Superior resistance to hail damage
- Variety of adhesive options

VersiGard White EPDM

- 30 years of proven performance
- Industry-leading UV resistance
- Reduces air-conditioning costs in warmer climates
- Superior resistance to hail damage
- Variety of adhesive options
- Full thickness of weathering material, no internal scrim
- Zero (no growth) rating for fungal growth

EPDM Quick-Applied and Peel & Stick Accessories

Versico's accessories save time and money by saving labor on the rooftop.



LABOR SAVER

MECHANICALLY ATTACHED SYSTEMS

VersiGard Reinforced EPDM

- Dark-colored EPDM reduces heating costs in colder climates, where they are generally 3-5 times greater than cooling costs
- Industry-leading UV resistance
- Reinforced sheets offer added toughness and puncture resistance
- Ideal for steel and wood decks
- Less prone to condensation accumulation under black membrane
- Quick and economical installation

INNOVATIVE PRODUCT VersiGard QA EPDM

VersiGard QA EPDM is a nominal 60-mil non-reinforced EPDM membrane laminated to a 100% solid pressure-sensitive adhesive. Featuring time-tested and proven three-inch Quick-Applied Tape, this labor-saving membrane can help contractors complete adhered EPDM projects in less time.



TPO ROOFING SYSTEMS

Thermoplastic polyolefin (TPO) is the fastest-growing segment in the commercial roofing industry. To take advantage of this recent popularity, a growing number of companies have begun offering TPO single-ply membranes. Unfortunately, not all TPO is created equally. Your building deserves a roofing system provided by the manufacturer that has been at the forefront of TPO research, development and technology since the inception of TPO as a membrane.

ADVANTAGES OF VERSIWELD TPO



CLEANER SURFACE



LONG-TERM ENERGY EFFICIENCY IN WARM, SOUTHERN CLIMATES



GREATER WEATHER RESISTANCE



IMPROVED LONG-TERM PERFORMANCE



EXCELLENT HEAT AND UV RESISTANCE



INDUSTRY LEADING WEATHERING PACKAGE



construction and technology since the inception of TPO as a membrane.

OctaGuard XT™

Versico's VersiWeld TPO membranes are enhanced with Versico's OctaGuard XT Weathering Package, resulting in the most dependable, long-term performance characteristics in the industry.



OCTAGUARD XT
WEATHERING PACKAGE

INNOVATIVE PRODUCT APEEL Protective Film

Versico's patented APEEL Protective Film guards the TPO membrane's surface from scuffs and dirt accumulation during installation and eliminates the need to clean the roof once the project is complete. Durable and easy to remove, APEEL Protective Film helps to save time and labor, improve aesthetics, and increase customer satisfaction.

- Tough protective film helps prevent scuffs and scratches on TPO membrane during the construction process
- Eliminates the need to clean the roof after installation
- Durable heat- and UV-resistant film will not splinter during removal
- Perfect adhesion level keeps the film in place until you remove it



- Film is easily removed by one person due to its manageable 5-foot-wide size
- Gray color helps the surface dry quickly and cuts down on glare

Ideal for re-roofing, re-cover, and new construction projects.

VERSIWELD TPO

Roofing System Accessories

- Square Tubing Wraps
- Split Pipe Seals
- Molded Pipe Seals
- Pressure-Sensitive Cover Strip
- Pressure-Sensitive RUS
- Inside and Outside Corners
- T-Joint Covers
- Molded Sealant Pockets
- Walkway Rolls
- Yellow Pressure-Sensitive Warning Strip
- Curb Wrap Corners
- Universal Corners

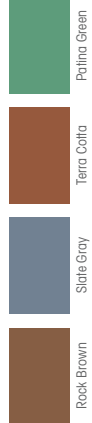
CERTIFIED FABRICATED ACCESSORIES

The most critical and time-consuming portion of a TPO roofing installation is made easier and faster with VersiWeld Certified Fabricated Accessories (CFA). Versico accessories are stamped with the CFA logo to signify that all prefabricated accessories meet the performance standards Versico requires.



SPECIAL COLOR PROGRAM

Turn your roof into a canvas with Versico's TPO Special Color Program. The leader in single-ply technology offers more preformulated colors than any other manufacturer in the marketplace. Versico TPO membrane is available in three standard colors – white, gray, and tan, as well as five additional special colors.*



*Color samples printed here are approximations. For actual colors, request a sample of TPO Special Color membrane.

PVC ROOFING SYSTEMS

PVC single-ply membranes have provided dependable protection and proven performance since the 1960s, making them a popular choice among roofing consultants and specifiers. PVC's excellent resistance to chemicals, grease, fire, and punctures make it an ideal choice for a wide variety of buildings. Versico offers a VersiFlex PVC membrane for virtually any specification, from high-performance KEE HP products to tenacious Type IV PVC.

ADVANTAGES OF VERSIFLEX PVC & VERSIFLEX KEE HP



FIRE, OIL, GREASE, AND ANIMAL FAT RESISTANCE



WIDER WINDOW OF WELDABILITY



EASY TO REPAIR

STRONGER TYPE IV CONSTRUCTION

VersiFlex PVC and KEE HP membranes provide higher breaking strength, tear resistance, and elongation properties than typical ASTM D4434 Type III/IV PVC Standards. All of Versico's bareback and VersiFleece PVC and KEE HP membranes exceed the ASTM standards.

	Type III	Type IV	% Increase	VersiFlex PVC	VersiFlex KEE HP
Breaking Strength	200	275	38%	330	320
Elongation	15	25	66%	25	30
Tearing Strength	45	90	100%	130	125
				190 %	180 %

QUALITY MANUFACTURING

Versico's state-of-the-art manufacturing line constantly monitors over 10,000 data points for quality assurance. With computer-controlled extrusion and constant tension control, you can be confident that Versico's high-quality VersiFlex PVC and KEE HP products will provide long-term protection.

IMPROVED ACCESSORY PERFORMANCE

All of Versico's prefabricated and injection-molded flashing accessories are crafted from KEE HP for improved performance at critical transition areas.



Scan here to download the VersiFlex KEE HP & PVC Accessories Sheet.



INNOVATIVE PRODUCT Pressure-Sensitive Cover Strip

VersiFlex PVC Pressure-Sensitive (PS) Cover Strip is a non-reinforced KEE HP flashing laminated to a fully cured, pressure-sensitive, synthetic rubber adhesive.

- Fast, simple installation with no welding required
- Pressure-sensitive adhesive is compatible with a variety of metal finishes, including Kynar-coated metal



VERSIFLEECE ROOFING SYSTEMS

Versico's VersiFleece systems are ideal for new construction and re-roofing projects and are particularly well-suited for Roof Gardens, solar applications, and critical facilities that require superior protection against severe weather. Composed of Versico's TPO, PVC, or KEE HP membrane adhered to 55-mil fleece, VersiFleece systems provide long-term protection against high winds, hail, and punctures. VersiFleece membranes are installed using Flexible DASH Adhesive for a quiet, VOC-free, low-odor, non-penetrating application.

ADVANTAGES OF VERSIFLEECE & FLEXIBLE DASH ADHESIVE

When applied to VersiFleece membranes, Versico's impact-resistant Flexible DASH Adhesive forms a tenacious, interlocking bond with the fibers of the fleece and increases the membrane's resistance to hail and punctures.



Fleece reinforcement creates a thick, durable sheet and increased protection



When adhered directly to concrete, all VersiFleece membranes pass FM's severe hail test and achieve a UL 2218 class 4 rating



Industry-leading wind performance with uplift pressures from 90-945 psf (depending on substrate)



Excellent resistance to punctures and tears



Quiet, low-odor installation - ideal for re-roofing occupied buildings



Weighs 75% less with 67% fewer seams than modified bitumen



VersiFleece TPO, PVC, or KEE HP membranes are ENERGY STAR® qualified and Cool Roof Rating Council (CRRC) certified. The combination of VersiFleece membranes with Flexible DASH Adhesive increases energy savings by eliminating thermal bridging of mechanical fasteners and insulation joints, providing additional R-value.



SYSTEM OPTIONS

VERSIFLEECE AC MULTI-PLY ROOFING SYSTEMS

Versico's VersiFleece AC multi-ply roofing system uses highly puncture resistant VersiFleece AC TPO or VersiFleece AC EPDM membranes adhered with Versico's Cold Applied or Hot Mapped adhesive. The system works great for recovering existing asphalt-based roofing systems, as the VersiFleece AC TPO or VersiFleece AC EPDM membranes can be adhered directly to primed or power-washed smooth or granular surface BUR or SBS modified bitumen systems. Advantages of a VersiFleece AC system include:

- Fast and quiet installation
- Low-VOC Cold Applied adhesive
- Added redundancy
- Up to 75% fewer seams than modified bitumen
- Improved resistance to ponding water

VERSIFLEECE FR (FIRE-RATED) TPO ROOFING SYSTEMS

Versico's VersiFleece FR (Fire-Rated) TPO mechanically fastened roofing systems provides a UL Class A fire rating for direct-to-wood-deck applications. Versico's patent-pending FR fleece significantly reduces labor by eliminating the need for multiple layers of base sheet or a gypsum thermal barrier. Advantages of a VersiFleece FR TPO roofing system include:

- No VOCs or odors
- Fleece reinforcement adds toughness, durability, and excellent resistance to hail and punctures
- Wide window of weldability
- Enhanced with the OctaGuard XT weathering package, providing exceptional resistance to heat, solar UV, ozone, and oxidation

INNOVATIVE PRODUCT VersiFleece RL EPDM RapidLock Membrane

Versico's RapidLock (RL) Roofing System is a revolutionary method of membrane attachment resulting in a fully adhered membrane without the use of adhesives. This innovative system utilizes VELCRO Brand Securacore Solutions along with VersiFleece RL EPDM to achieve performance equal to traditional adhered single-ply systems. Underlayment options include 2.0"

VersiCore MP-H® RL or SecurShield HD RL Polyiso resulting in a VOC- and odor-free attachment method having no temperature restrictions. Significant labor savings are achieved due to the simplicity of the system and ease of installation.

- Installation in any temperature
- No waiting for adhesive string-time or flash-off
- No stirring or cleanup of adhesives
- Up to 80% labor savings compared to traditionally adhered single-ply membranes
- Up to 25% labor savings compared to an adhered VersiFleece system

RapidLock
TECHNOLOGY



Scan here to learn more about RapidLock Roofing Systems.

INSULATION PRODUCTS

Versico's insulation products, including lightweight, cost-effective polyisocyanurate (Polyiso) insulation, and expanded polystyrene (EPS) insulation, provide energy-efficient solutions for buildings in any region and climate, as well as outstanding return on investment. Versico features an array of options, including standard-density, high-density, and non-halogenated Polyiso.



SecurShield

A rigid roof insulation panel composed of a closed-cell polyisocyanurate foam core bonded to a coated glass facers (CGF). Ideal for use in adhered membrane systems. 1" board achieves UL Class A fire rating over combustible decks.

Sizes: 4' x 4' and 4' x 8'
Thickness: 1/2" to 4 1/2"
Compressive Strength: 20 and 25psi



SecurShield HD

A rigid roof insulation panel composed of 1/2" high-density, closed-cell polyisocyanurate foam core bonded to a premium performance coated glass facer (CGF) specifically designed for use as a cover board. Enhanced performance of the HD Plus product provides a FM 1-90 wind uplift rating with only 8 fasteners.

Sizes: 4' x 4' and 4' x 8'
Thickness: 1/2"
Compressive Strength: 109psi max



SecurShield HD Plus

A rigid roof insulation panel composed of 1/2" high-density, closed-cell polyisocyanurate foam core bonded to a premium performance coated glass facer (CGF) specifically designed for use as a cover board. Enhanced performance of the HD Plus product provides a FM 1-90 wind uplift rating with only 8 fasteners.

Sizes: 4' x 4' and 4' x 8'
Thickness: 1/2"
Compressive Strength: 109psi max



SecurShield HD Composite

A unique composite insulation panel composed of 1/2" high-density polyiso cover board bonded during the manufacturing process to SecurShield rigid Polyiso roof insulation. Eliminates the need for a separate cover board, and saves labor on the roof.

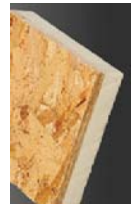
A single product solution.
Sizes: 4' x 4' and 4' x 8'
Thickness: 1 1/2" to 4 1/2"
Compressive Strength: 20psi (SecurShield facer) and 109psi max (SecurShield HD cover board)



VersiCore MP-H Polyiso

A rigid roof insulation panel composed of closed-cell polyisocyanurate foam core bonded to glass-reinforced felt (GRF) facers. UL and FM approved for direct application over steel decks, polyiso provides the highest R-value per inch of any commercially available insulation product.

Sizes: 4' x 4' and 4' x 8'
Thickness: 1/2" to 4 1/2"
Compressive Strength: 20 and 25psi



DuraFacer®

A rigid roof insulation composite panel composed of closed-cell polyisocyanurate foam core bonded to a glass-reinforced felt (GRF) facer on one side and 7/8" oriented strand board (OSB) on the other.

Sizes: 4' x 4' (routed 3 sides) and 4' x 8' (routed 4 sides)
Thickness: 1 1/2" to 4 1/2"
Typical Thickness: 1 1/2", 2", 2 1/2", 3", and 4"



DeckVent EPS

Versico's high-performance DeckVent insulation is composed of lightweight, closed-cell expanded polystyrene meeting the requirements of ASTM C578 Type IX. DeckVent has excellent dimensional stability, compressive strength, and water-resistant properties. DeckVent is designed to be mechanically attached directly to concrete decks.

RapidLock Polyiso

VersiCore MP-H RL and SecurShield RL are standard density polyisocyanurate roof boards specially designed to act as the hook in the RapidLock (hook and loop) system.

VersiCore MP-H RL utilizes a GRF facer and SecurShield RL a CGF facer.

SecurShield HD RL is a high-density rigid roof polyisocyanurate board bonded to coated-glass (CGF) facers.

VersiCore MP-H RL and SecurShield RL
Size: 4' x 8'
Thickness: 2.0" and 2.6"
Compressive Strength: 20psi

SecurShield HR RL
Size: 4' x 8'
Thickness: 1/2"
Compressive Strength: 109psi max



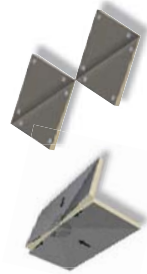
Declare.

Material Health Declaration
 This product is made with the following ingredients:
 Polyisocyanurate, Glass Facer, Felt, Adhesive, Foam, Facers, Reinforcing Fibers, and other materials.
 For more information, visit us at www.declare.com

VersiCore MP-H NH and SecurShield NH

A Living Building Challenge (LBC) "Red List Free" rigid roof insulation panel composed of a closed-cell polyisocyanurate foam core bonded to the appropriate facer. VersiCore MP-H NH and SecurShield NH contains zero halogenated flame retardants.

Sizes: 4' x 4' and 4' x 8'
Thicknesses: 1/2" to 4 1/2"
Compression Strength: 20 and 25psi



Hinged Target Sumps and Pre-Cut Hips and Valleys

Ship ready to install, require no field cuts and save valuable time on the roof. Multiple thicknesses and slopes available to accommodate specific job conditions with no waste, thus reducing disposal fees.

Sizes: 4' x 4' (Hip/Valley) and 4' x 4' (Sump)
Thicknesses: 1/2" to 4 1/2" (Multiple layers utilized for increased thicknesses)
Compressive Strengths: 20 and 25psi



INNOVATIVE PRODUCT DuraStorm VSH™ Coverboard

DuraStorm VSH is an engineered composite building material made from a proprietary blend of plastic and cellulose fiber sourced from post-industrial and post-consumer waste streams. DuraStorm VSH is a durable, extremely moisture and mold resistant building material with a core that does not disintegrate or delaminate in the presence of water.

- Extreme Moisture and Mold Resistance
- FM Very Severe Hail (VSH) approvals
- Ultra-high compressive strength of 3,990psi
- Coated Glass Facer (CGF) on top surface of board
- High impact resilience — won't chip or crack
- Sustainability Champion award available for diversion of post-consumer waste from landfill

ADHESIVE PRODUCTS

x-23 Low-VOC Bonding Adhesive

A high-strength solvent-based contact adhesive that allows bonding of Versico's VersiGuard EPDM membrane to various porous and non-porous substrates. It is specially formulated using a blend of VOC-exempt and non-exempt solvents that are ideal for use in regulated areas.



Aqua Base 120 Bonding Adhesive

A unique, semi-pressure-sensitive, water-based bonding adhesive for VersiFleece TPO, VersiGuard EPDM and VersiWeld TPO membranes offering superior peel strengths without VOCs or strong odors. Aqua Base is installed using a one-sided wet lay in application for VersiFleece TPO membranes. Aqua Base 120 can also be utilized as a contact adhesive for VersiGuard EPDM membranes.



VersiFlex PVC HydroBond™ Water-Based Adhesive

A water-based, wet lay-in, one-sided dispersion adhesive. Compatible with VersiFlex PVC and VersiFleece TPO, PVC and KEE HP membranes, this product is ideal for bonding PVC membranes to various porous and non-porous substrates.



INNOVATIVE PRODUCT CAV-GRIP 3V

Versico's CAV-GRIP 3V Low-VOC Aerosol Contact Adhesive/Primer can be used for a variety of applications: adhering VersiFleece, standard VersiWeld TPO, and VersiGuard EPDM membrane to vertical walls, enhancing the bond between Versico's VapAir Seal™ 725TR and various substrates, and priming unexposed asphalt prior to applying DASH Adhesive for insulation attachment. CAV-GRIP 3V can also be used with standard TPO and EPDM membranes as a substrate adhesive on horizontal surfaces for warranties of up to 20 years. CAV-GRIP 3V's Low-VOC, methylene chloride-free formula promotes tenacious adhesion and quick drying in a wide range of temperatures. Applied using a self-contained spray system that provides quick and even coverage, this system requires minimal cleanup or maintenance.

- Excellent option for adhering TPO and EPDM to horizontal and vertical surfaces and all VersiFleece membranes to vertical surfaces
- Can be used in temperatures as low as 25°F when used as an adhesive
- Can be used in temperatures as low as 15°F when used as a primer
- Easy setup
- Easy cleanup
- Low odor and Low-VOC



Scan here to learn more about CAV-GRIP 3V.

AIR & VAPOR BARRIERS

Versico offers the roofing industry's widest variety of air and vapor barriers and temporary roof products. Deck types, climate conditions, jobsite conditions, and project schedules determine what type of air and vapor barrier should be used on a project. Versico offers VapAir Seal self-adhered SBS membranes, as well as SureMB modified bitumen membranes that can be mopped in asphalt, cold applied, or torched.

Advantages of Air & Vapor Barriers

- Included in Versico's Total System Warranty
- Easily flashed with Elastoflex Flashing® or VapAir Seal Flashing Foam to seal around penetrations
- Simple installation processes improve the quality of the air and vapor barrier system
- Tough, durable membranes can handle jobsite traffic

VapAir Seal 725TR

- Simple peel-and-stick installation
- Can be used as a temporary roof for up to 120 days
- Insulation can be adhered directly to the air and vapor barrier, eliminating the need for fasteners

Air & Vapor Barrier Field Guide

- Industry's first comprehensive air and vapor barrier field guide
- Air and vapor barrier product information
- Installation instructions
- Details to complete the air and vapor barrier system



Scan here to download a copy of the field guide.

Modified Base Sheets

Modified base sheets offer additional options for air and vapor barriers as well as temporary roofs. Deck type, jobsite conditions, and weather can dictate which product is the best option. Modified sheets can improve temporary roofs' durability and can be installed in a wider range of weather conditions than self-adhered products.

- **Vented Base Sheet** – a non-porous sheet designed to vent vapor through channels on the bottom surface. This product is constructed with a fiberglass mat coated with weathering-grade asphalt.
- **SureMB 120TG** – a smooth-surfaced, torch-grade SBS base ply reinforced with a fiberglass mat that is saturated and coated with high-quality asphaltic bitumen and SBS elastomers for durability and flexibility. This product is compatible with Versico's polyurethane adhesives for insulation attachment.
- **SureMB 90 Base Ply** – a smooth-surfaced, asphalt-applied SBS base ply reinforced with a fiberglass mat that is saturated and coated with high-quality asphaltic bitumen and SBS elastomers for durability and flexibility. This product is compatible with Versico's polyurethane adhesives for insulation attachment.

INNOVATIVE PRODUCT VapAir Seal MD

- Only self-adhered air and vapor barrier that meets FM 4450 or UL 1256 fire ratings
- Eliminates the need for an additional thermal barrier on metal decks, saving time and money
- Easy installation

VERSITRIM PERIMETER ROOF EDGE SYSTEMS

Versico's VersiTrim perimeter roof edge systems are the first line of defense against wind, ensuring a polished perimeter and long-lasting protection. Versico's unmatched line of roof edge products is available in a range of materials, profiles, and color options to meet any project's needs.

ADVANTAGES OF VERSITRIM FASCIA & COPING SYSTEMS

- All systems are factory-fabricated and ANSI/SPRI ES-1 tested to meet International Building Code requirements
- Engineered cleats with pre-punched fastening slots facilitate quick, easy, and precise installation
- Can be warranted for up to 30 years under Versico's Total Roofing System Warranty
- Finish warranties of up to 35 years are available for Kynar 500® and Hylar® 5000 PVDF finishes
- Available in 30 standard colors; custom finishes and colors are available upon request



Colors shown are representative of the finished Kynar and PVDF colors but not exact matches. Actual metal color chips are available upon request and should be used for final color approval.



VersiTrim ONE/200/2000

- More than 20 different fascia, coping, and gutter systems
- Fascia and coping products are ANSI/SPRI ES-1 tested and FM-approved

VersiTrim 300/3000

- More than 15 different fascia, coping, and gutter systems
- Fascia and coping products are ANSI/SPRI ES-1 tested and FM-approved

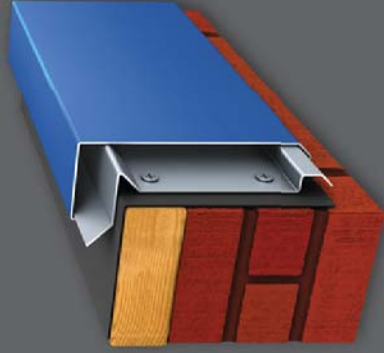
VersiTrim 400/4000

- 10 different fascia, coping, and gutter systems
- All fascia and coping products are ANSI/SPRI ES-1 tested

INNOVATIVE PRODUCT

VersiFleece RL EPDM VersiTrim 4000 Fascia

- ANSI/SPRI ES-1 tested to comply with international building codes
- Cost-effective, high-performance product with minimal lead time



LABOR SAVER

Easy, snap-on installation; no heat-welding or stripping-in

PAVERS AND ROOF GARDEN ROOFING SYSTEMS

Verisco's traditional layered and pre-grown modular Roof Garden systems incorporate a variety of high-performance components, including waterproofing membranes, drainage and water retention layers, engineered growth media, and vegetation options. Offering such a wide range of products allows Verisco to meet specification requirements for extensive, semi-intensive, and intensive systems.

ADVANTAGES OF ROOF GARDENS



IMPROVED STORMWATER MANAGEMENT

Capture stormwater before it becomes runoff, reducing stress on water treatment facilities and helping to prevent flooding.



REDUCED URBAN HEAT ISLAND EFFECT

Sunlight is absorbed by rooftop vegetation instead of being reflected back into the atmosphere.



INCREASED AMENITY SPACE

Add beautiful, usable outdoor space to buildings.



EXTENDED SERVICE LIFE

Protect the underlying roof system from weathering and physical damage.



INDUSTRY-LEADING WARRANTY COVERAGE

Verisco's industry-leading, single-source warranties protect the Roof Garden components as well as the underlying roof system. Overburden removal warranties, as well as warranties that cover vegetation, are also available.



INNOVATIVE PRODUCT

Sunny Brook Pavers

Verisco has partnered with Sunny Brook Pavers to allow building owners, architects, specifiers, and contractors to obtain all the products required for a Plaza Paver system from a single source. In addition to pavers and related accessories, Verisco also offers material, overburden removal, and wind speed warranties. Available in a wide variety of sizes, colors, and finishes, Sunny Brook Pavers protect the underlying roofing membrane and add attractive, useable space to any building.

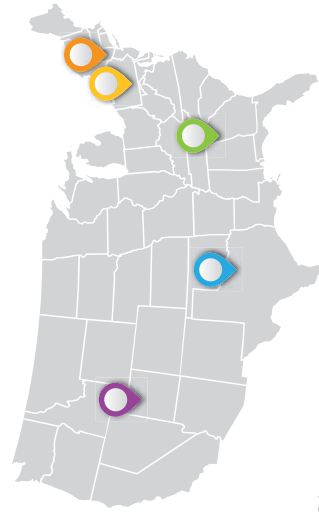
EDUCATION & WORKSHOPS

In today's ever-changing landscape of new products and systems, the commercial roofing industry is becoming more complex than ever before. Construction professionals are specifying and installing more challenging roofing systems every day. We decided to use this evolution in roofing as an educational opportunity to build a brand new state-of-the-art Training and Education Center.

Verisco's 68,000+ square foot Training and Educational Center contains areas for classroom-style and hands-on training, including a section with "outside" conditions, as well as a theater-style auditorium with seating for 100+ people. The facility offers a combination of meeting, training, and administrative spaces and features state-of-the-art audio and video equipment, an interactive video wall, and a variety of informal gathering spaces and breakout rooms.



TRAINING LOCATIONS



- Carlisle, PA
- Montgomery, NY
- Kennesaw, GA
- Tooele, UT
- Wylie, TX

TRAINING CLASSES

CONTRACTOR CERTIFICATION SEMINAR

The Certification Seminar is a prerequisite to becoming a Versico Authorized Contractor. The class is also open to Versico-recognized sales representatives, distributors and manufacturers who would like to gain an overall understanding of roofing installations and best field practices.

FOREMAN'S WORKSHOP

Foreman's Workshop is intended for individuals who already possess the skills to install single-ply systems, but need a better understanding of inspection guidelines, customer relations and labor-saving techniques. Instructions and guidance are provided by seasoned FSR Trainers.

EPDM 101 AND TPO/PVC 101

These one-day classes introduce attendees to different roofing membranes and systems, concentrating on what the products are and how they are used.

EPDM 201 AND TPO/PVC 201

These hands-on classes provide attendees with additional knowledge about the details and applications of Versico's products and systems.



Scan here to learn more about the Training and Education Center.



VERISCO ROOFING SYSTEMS
C.R.E.W.
 CONTINUING ROOFING
 EDUCATION & WORKSHOPS

SPECIALTY AND PREMIUM PRODUCTS, NEW PRODUCTS, AND LABOR SAVINGS 301

These courses cover premium product lines and provide updates on new products through a combination of classroom time and hands-on demonstrations. Attendees will learn about specialty systems and materials and the labor-saving features of Versico's products.

UNDERSTANDING DESIGN CRITERIA 401

This advanced class teaches attendees how to apply the performance section of an architectural specification to a warrantable roof assembly. Utilizing web-based tools, attendees will learn how to determine whether a proposed system can meet specific design requirements.

INDUSTRY CHALLENGES 501

This advanced class will examine common industry challenges, including the differences in versions of industry standards (ASCE, IBC, IECC, etc.), moisture in concrete, reflectivity, LEED® ES-1, and energy codes. At the end of this class, attendees will have a strong understanding of industry standards and building design science as it relates to single-ply roofing.



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