

TIPS VENDOR AGREEMENT (JOC)

Between Castro Roofing of Texas 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 # xxxxxxx." Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order or contract by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Pricing

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

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

Participation Fees 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 Castro Roofing of Texas , LLC
Address 4854 Olson Dr.
City Dallas State TX Zip 75227
Phone 214-381-8108 Fax 214-381-8109
Email of Authorized Representative Rudy@CastroRoofing.com
Name of Authorized Representative Rodolfo Rodriguez
Title President
Signature of Authorized Representative 
Date 3-20-2020
TIPS Authorized Representative Name Meredith Barton
Title Chief Operating Officer
TIPS Authorized Representative Signature 
Approved by ESC Region 8 
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 Castro Roofing of Texas 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

Castro Roofing of Texas Information

Contact: Rodolfo Rodriguez
Address: 4854 Olson Drive
Dallas, TX 75227-2103
Phone: (214) 381-8108
Fax: (214) 381-8109
Toll Free: (800) 759-1879
Email: rudy@castroroofing.com

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

Rodolfo Rodriguez

Signature

Submitted at 4/2/2020 9:34:57 PM

rudy@castroroofing.com

Email

Requested Attachments

Vendor Agreement

200201 Vendor Agreement JOC.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.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

200201 Pricing Form.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

200201 RS MEANS JOC Pricing Form.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

Xactimate_pricing_form_200201_JOC.pdf

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

References

Reference Form JOC.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

Castro Products-Services.pdf

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

Minority Certificates.pdf

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

Castro Qualification Statement.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

All MBE Certificates.pdf

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

CR-logo-1.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

No response

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

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

Castro Roofing Bondability Letter 2020-04-01.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.

Response Attachments

LOOKOUT - A better way to manage your roofs.pdf

Roof Management

Castro Roofing Historical Buildings .pdf

Historical Buildings

FirstWatch.pdf

First Watch Storm Readiness Program

Safety Manual - Castro Roofing .pdf

Safety Manual

LOOKOUT - Access to all your roofs in the palm of your hand.pdf

Roof technology

Safety-A-Core-Value-Professional-Roofing-Magazine_sml.pdf

Safety Core Value Magazine Article

Cedar-Hill_Gold-Circle_2010-.pdf

National Award

CR0074_GH-Dallas-Performance-Hall-.pdf

National Award

GHA- Comanche Peak Nuclear Plant.pdf

National Award

Texas Hall of State.pdf

National Award

Texas Womans University - 2018 Gold Hammer Award Winner..pdf

National Award

CR-0047_Professional-Roofing-Contractor-Article-reprint-Copy.pdf

Magazine Article

2017-front-cover-professional-roofing.pdf

Magazine Article

Professional-Roofing_Nov-Profiles-p28-University-of-Houston.pdf

Magazine Article

Metal-Roofing-Castro-Roofing-Managing-For-Success.pdf

Magazine Article

Professional-Roofing_Nov-Profiles-p28-University-of-Houston.pdf

Magazine Article

CastroAwards.pdf

Spoof Movie Poster

Hitcher.pdf

Spoof Movie Poster

JAWS_Book.pdf

Spoof Movie Poster

Snake on the Plane.pdf

Spoof Movie Poster

TWUDenton TXImpactZone.pdf

Storm Hawks Impact Report

All MBE Certificates.pdf

MBE Certifications

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.

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.

3 Yes - No

The Vendor can provide services and/or products to all 50 US States?

4 States Served:

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

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.)

Not just another COMMERCIAL ROOFER
Stubborn leak?
Why replace when you can restore?
Storm damage?
Insurance claim?
Need advice?
The last thing you need right now is a "Roofing Contractor."
You need an expert team of trusted professionals to guide you through the entire process to TOTAL ROOF HEALTH.
Roofing contractors are to roofs what auto mechanics are to cars: A bunch of dirty, questionably ethical guys you call when you have an immediate problem... who will charge you as much as possible for solutions that might not even be what you really need. Roofers and mechanics both HOPE that you continue to experience problems so they can keep making more money from you.
That's an outdated way to think about your roof—and it's costing you a ton of money.
We're different. Sure, we fix leaks, too. But our team of professional experts does so much more. We inspect roofs before they leak to detect hidden damage. We recommend less expensive alternatives to re-roofing. We monitor storms for you—and react immediately when there are problems. We have storm damage specialist with technology and equipment to build a forensic case for your insurance claim. We know bulldog attorneys and public adjusters to fight your insurance company when they under-estimate damage. We constantly monitor roof conditions to detect minor problems before they get big. We save you money.
We call it TOTAL ROOFING SOLUTIONS; the difference is that we're absolutely PRO-ACTIVE. We don't wait for problems. We search them out, prove the extent, and get you everything necessary to restore your roof to health. Castro Roofing mission is to empower building owners and managers take control of their roofing portfolio and to provide smart roofing solutions. Castro Roofing is a commercial roofing solution provider. We permanently repair roof leaks including nightmare leaks you have been struggling for 5, 10, 20 years, re-roof, long life roof restoration systems roof asset management on-line program. We meet or exceed all bonding requirements, OSHA requirements and insurance requirements. Castro Roofing is the only contractor that has ever been honored with the prestigious Greater Dallas Business Ethics award. Our firm is an established minority-owned company that has a long history of doing business with different government agencies. We are a family owned business and operate by second-generation roofing family members. The company is debt free with a strong financial standing. During the last decade, Castro Roofing has become synonymous with large, complex, high profile projects.

6 Primary Contact Name

Primary Contact Name

Rodolfo Rodriguez

7 Primary Contact Title

Primary Contact Title

CEO

8 Primary Contact Email

Primary Contact Email

Rudy@CastroRoofing.com

9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2143818108"/>
10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2143818109"/>
11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2147296893"/>
12	Secondary Contact Name Secondary Contact Name <input type="text" value="Lynda Amesquita"/>
13	Secondary Contact Title Secondary Contact Title <input type="text" value="Coordinator"/>
14	Secondary Contact Email Secondary Contact Email <input type="text" value="Lynda@CastroRoofing.com"/>
15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2143818108"/>
16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2143818109"/>
17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2146037221"/>
18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Carlos Valdez"/>

19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="Carlos@CastroRoofing.com"/>
20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2143818108"/>
21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Carlos Valdez"/>
22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="Carlos@CastroRoofing.com"/>
23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2143818108"/>
24	Company Website Company Website (Format - www.company.com) <input type="text" value="www.CastroRoofing.com"/>
25	Federal ID Number: Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) <input type="text" value="75-2365883"/>
26	Primary Address Primary Address <input type="text" value="4854 Olson Dr"/>
27	Primary Address City Primary Address City <input type="text" value="Dallas"/>
28	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="TX"/>
29	Primary Address Zip Primary Address Zip <input type="text" value="75227"/>

30 Search Words:

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

Roofing, commercial roofing, roof leak, leaks, maintenance program, modified bitumen membrane, TPO, PVS, single-ply, BUR, Built-Up roofing, restoration, storm damage, hail, roof damage, EPDM, construction, Johns Manville, GAF, Tamko, Suprema, Firestone, Duralast, Johns Manville, roof inspection, proactive plan, energy star, coating, ultra shield

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?

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?

33 Company Residence (City)

Vendor's principal place of business is in the city of?

34 Company Residence (State)

Vendor's principal place of business is in the state of?

35 TIPS administration fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

3
6**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.

3
7**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.

3
8**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.

3
9**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.

4
0**Yes - No**

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

4
1**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?

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.

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.

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?

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.

4
7**Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

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?

Yes

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?

Yes

5
5**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?

5
6**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?

5
7**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?

5 8 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?

5 9 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.

6 0 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.

6 1 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.

YES

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
4

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

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

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
5

Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

6
6

Remedies

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

Do you agree to these terms?

6
7

Remedies Explanation of No Answer

6
8

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. 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
9**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. 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
0**Alternative Dispute Resolution Explanation of No Answer**7
1**Infringement(s)**

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
2**Infringement(s) Explanation of No Answer**7
3**Acts or Omissions**

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

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.

☐ Some

7
9

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

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

8
0

Texas Government Code 2270 Verification Form

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.

B. Firm not owned nor operated by felon; per above

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

8
4**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

8
5**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.

8
6**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.

8
7***Attribute deleted as part of an Addendum***8
8**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.

8
9**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.

9
0**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.

9
1**Solicitation Deviation/Compliance**

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

9
2**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.

9
3**Agreement Deviation/Compliance**

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

9
4**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

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Texas A&M	Terry Goen	Terry.Goen@sscserv.com	(903) 468-8759
City of Fort Worth	Jaime Aguillon	Jaime.Aguillon@fortworthtexas.gov	(817) 991-0684
Ponder ISD	Bruce Yeager	byeager@ponderisd.net	(940) 479-8200
Dodd City ISD	Craig Reed	Creed@doddcityisd.org	(903) 583-7585
Dallas ISD	Greg Blazek (Big Sky Construction)	Gblazek@bigskyconstruction.com	(972) 226-4704
Texas Woman's University	Don Strickland	DStrickland@twu.edu	(940) 898-3156

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.

Castro Roofing of Texas, LLC**Name of company**

Rodolfo Rodriguez, President

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

4854 Olson Dr. Dallas TX 75227 214-381-8108

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 INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date 03/21/2020**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 **Rodolfo** Digitally signed by Rodolfo
Date: 2020.03.21 15:59:24 -05'00' Date 03/21/2020



CERTIFIED

Minority Business Enterprise

State of Texas HUB

Historically Underutilized Business

Certificate/VID Number: 1752365883300

Scheduled Expiration Date: 7-APR-2023



NCTRCA

North Central Regional Certification Agency

Certificate/VID Number: HMMB60382N0621

Scheduled Expiration Date: 30-JUN-2021



NMSDC

National Minority Supplier Development Council

Certificate/VID Number: DL02432

Scheduled Expiration Date: 9-SEP-2020



D/FWMSDC

Dallas/Fort Worth Minority Supplier Development Council

Certificate/VID Number: DL02432

Scheduled Expiration Date: 9-SEP-2020





GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1752365883300
File/Vendor Number:	066348
Approval Date:	17-APR-2019
Scheduled Expiration Date:	17-APR-2023

The Texas Comptroller of Public Accounts (CPA), hereby certifies that
CASTRO ROOFING OF TEXAS, L.L.C.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 19-APR-2019, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



June 26, 2019

Rodolfo Rodriguez
Castro Roofing of Texas, LLC
4854 Olson Drive
Dallas, TX 75227

RE: Minority Business Enterprise (MBE) Certification Affidavit No. 3539

Dear Rodriguez:

Congratulations! Your firm has been certified by the North Central Texas Regional Certification Agency ("NCTRCA") as a Minority Business Enterprise (MBE) in accordance with NCTRCA MBE/WBE/SBE certification eligibility program requirements. Your Certification Identification Number is **HMMB60382N0621**. Your firm is certified as a MBE/WBE/SBE in the following areas listed on page 2.

This certification is valid for two years from the date of this letter or, unless and until it has been removed in accordance with NCTRCA MBE/WBE/SBE certification eligibility procedures. In order to remain certified, you must submit every two years, on the anniversary of your certification, a "No Change Affidavit".

A No Change Affidavit is a sworn affidavit affirming that there have been no changes in the firm's circumstances affecting its ownership or control, or any material change in the information provided in its application for MBE/WBE/SBE certification, including the support documentation. Any changes to contact information, ownership, and/or expansion of services must be communicated to the NCTRCA within thirty (30) days of the change. Failure to provide these changes could result in your firm being removed from the certified vendor database. The NCTRCA reserves the right to re-evaluate a firm's certification status at anytime that it determines such re-evaluation is warranted.

Thank you for your participation in the NCTRCA MBE/WBE/SBE Certification Program. Please contact me at 817-640-0606 if you have any questions or if I can be of assistance to you.

Sincerely,

Elicia Mitchell, MPA
Executive Director

June 26, 2019

Rodolfo Rodriguez
Castro Roofing of Texas, LLC

This firm is Certified under the following commodity codes/area(s) of specialty:

NAICS 238160: ROOFING CONTRACTORS



Minority Business Enterprise (MBE)
Castro Roofing of Texas, LLC

Castro Roofing of Texas, LLC

has filed with the Agency an Affidavit as defined by NCTRCA Minority Business Enterprise (MBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 238160: ROOFING CONTRACTORS

This Certification commences June 26, 2019 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: June 30, 2021
Issued Date: June 26, 2019
CERTIFICATION NO. HMMB60382N0621



Ericia Mitchell

Certification Administrator

THIS CERTIFIES THAT

Castro Roofing of Texas, LLC



* Nationally certified by the: **DALLAS/FORT WORTH MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s) : 238160

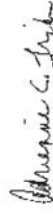
* Description of their product/services as defined by the North American Industry Classification System (NAICS)

09/20/2019

Issued Date

DL02432

Certificate Number


Adrienne Trimble



09/30/2020

Expiration Date

Margo J. Posey, President

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

[Certify, Develop, Connect, Advocate.](#)

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



Meaningful Connections...Impactful Growth

Dallas/Fort Worth Minority Supplier Development Council, Inc.

SBE CERTIFICATION

This certificate acknowledges that the Dallas/Fort Worth Minority Supplier has completed due diligence and determined

Castro Roofing of Texas, LLC

Has met the criteria of a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26.65(b).

Commodity Description: Commercial Roofing and Related Sheet Metal Contractor.

NAICS Codes: 238160

Expiration Date/ Certification #: 09/30/2020 / DL02432

A handwritten signature in dark ink, appearing to read "Margo J. Posey".

Margo J. Posey, President



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1752365883300
File/Vendor Number:	066348
Approval Date:	17-APR-2019
Scheduled Expiration Date:	17-APR-2023

The Texas Comptroller of Public Accounts (CPA), hereby certifies that
CASTRO ROOFING OF TEXAS, L.L.C.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 19-APR-2019, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



Minority Business Enterprise (MBE)
Castro Roofing of Texas, LLC

Castro Roofing of Texas, LLC

has filed with the Agency an Affidavit as defined by NCTRCA Minority Business Enterprise (MBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 238160: ROOFING CONTRACTORS

This Certification commences June 26, 2019 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: June 30, 2021
Issued Date: June 26, 2019
CERTIFICATION NO. HMMB60382N0621



Ericia Mitchell

Certification Administrator



Dallas/Fort Worth Minority Supplier Development Council, Inc.

SBE CERTIFICATION

This certificate acknowledges that the Dallas/Fort Worth Minority Supplier has completed due diligence and determined

Castro Roofing of Texas, LLC

Has met the criteria of a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26.65(b).

Commodity Description: Commercial Roofing and Related Sheet Metal Contractor.

NAICS Codes: 238160

Expiration Date/ Certification #: 09/30/2020 / DL02432

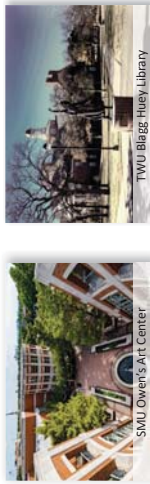
Margo J. Posey, President



OVERVIEW OF PRODUCTS & SERVICES

The LIFE BLOOD of Your ROOF

The **MULTI-FACETED** lineup of brands that
ELIMINATES the **HEADACHES** and **HASSLES**
associated with your **ROOF**



Nationally Recognized Award Winner

The only roofing contractor that has won an unprecedented
fourteen (twelve consecutive) Gold Hammer Awards!



CASTRO ROOFING
EMPOWERING BUILDING OWNERS

800-759-1879

www.CASTROROOFING.com



Commercial Roof Monitoring Program

LOOKOUT™ extends the life of your roof system by developing and maintaining a comprehensive database of roof management information.

- provides current information on roof systems
- provides roof budgets
- provides interactive roof plan
- provides visual log of repairs
- provides warranty documentation
- interactive web-based documentation program
- annual 100 point inspection and check list

Permanent Roof Leak Repair

When FAILURE is not an option! Our roof repairs are guaranteed for the life of the existing roof.

- Worst-Leak Challenge before and after moisture testing
- quality technicians extended warranty
- cost effective repairs vs replacement
- prevents energy loss
- extends life of roof
- eliminates costly interior damage
- reduces potential for contaminants

Commercial Roofing Special Storm Unit

With Storm Hawks™, you have the industry's top severe weather damage experts on your side and ready to take action.

- severe weather alert – storm tracker
- assemble team of experts
- private web site for improved communication
- forensic investigation
- emergency repairs
- advance pricing agreement
- superior equipment
- priority response
- national service

Liquid Rubber Membrane Designed for Waterproofing

High-solid, low-perm product creates cold fluid-applied vapor barrier roof membrane forming a durable, seamless monolithic roof system.

- self-extinguishing class A fire rating
- anti-slip foot traffic resistant
- ponding water indefinite warranty
- hail rating-up to baseball size
- wind-160 miles per hour, reflects UV rays
- self-cleaning properties
- no leakage, ruptures or cracking, cures in seconds
- conforms to the applied substrate surface-has its own adhesive
- 2000% elongation, 100% memory

Thermal Mapping and Surveying

The Military Grade X-VISION Thermal Scanner provides Thermal Mapping and Surveying which determines real problems versus best guesses.

- develops target strategies for repairs
- energy analysis
- evaluation of insulation performance
- non-destructive moisture analyses
- thermal scan fly-over
- military grade equipment
- reduce cost of re-roofing
- detects elevated temperatures

Design-Build Roofing Systems

Design-Build Roofing System which has a higher standard of excellence in the design and installation of long term commercial roofing systems.

- LONGLIFE extended warranty packages
- maximizes roof life
- maximizes design results
- extends labor warranty
- safeguards manufacturers warranty
- experienced design team
- experienced and professional installation team
- company certified trained craftsmen

Over the decades Castro Roofing has always comes out on top!



CASTRO ROOFING
EMPOWERING BUILDING OWNERS

Greater Dallas Ethics Award

Dallas City Hall

Golden Hammer Award
ABC Out-Standing Project

Cedar Hill Government Center

Golden Hammer Award
Gold Circle Award
DFW Topping Out Projects

Texas Instruments RFAB Build

Golden Hammer Award

Kaufman Law Enforcement

Golden Hammer Award

Rusk State Hospital

Golden Hammer Award

John Peter Smith Hospital

Golden Hammer Award

Dallas Fair Park Music Hall

Golden Hammer Award

University of Houston

The Science Center
Golden Hammer Award

Dallas City Performance Hall

Golden Hammer Award

SMU Owen Arts Center

Golden Hammer Award

TWU Texas Women's University

Mary Evelyn Blagg Huey Library
Golden Hammer Award



















CASTRO ROOFING



QUALIFICATION
STATEMENT

CONTENTS

CORPORATE PROFILE

 We are your roof champions.	01
 Castro Roofing's Shared Vision	02
 General Information	05
 Description of Operations	06
 Key Personnel.	08
 Company Vehicles and Equipment	09
 Quality Control Procedures	11
 We've Won Every Award That Matters	13
 Letters and Raving Fans	14
 Total Roof Health Solutions	22
 We've Got Your Entire Roof Covered	25
 Brand Overview	26
 Life Above Profits	28
 Insurance, Bonding and Business Licenses	30
 Castro in the Press	32
 Cooperative Purchasing and Certifications	34
 Craftsmanship and Warranty.	36
 Case Studies	38



Texas Hall of State Project - Restoration of roof, mechanical, structural deck and interior
2012 Gold Circle Award, DFW Topping Out 2010, Golden Hammer Award 2009

We are your roof champions

We are in your shoes. Castro Roofing owns its building, has payroll to make, equipment to purchase, A-Players to hire, and understands the struggles our clients go through to meet budgets and make things last as long as possible. We understand because we have similar struggles. Our love for the success of our clients is at the core of our culture (along with our values).

Government agencies are our focus

We build roofing solutions, technologies and procurement options to empower government agencies to make smart roofing decisions.

We support, guide and help government agencies save time and money by extending the roof lifecycle and delivering proven storm damage strategies.

Our unique services, strategies, field craftsmen, consultants and partners foster communities you can rely on, to make your dream of taking CONTROL of your roof portfolio a reality.

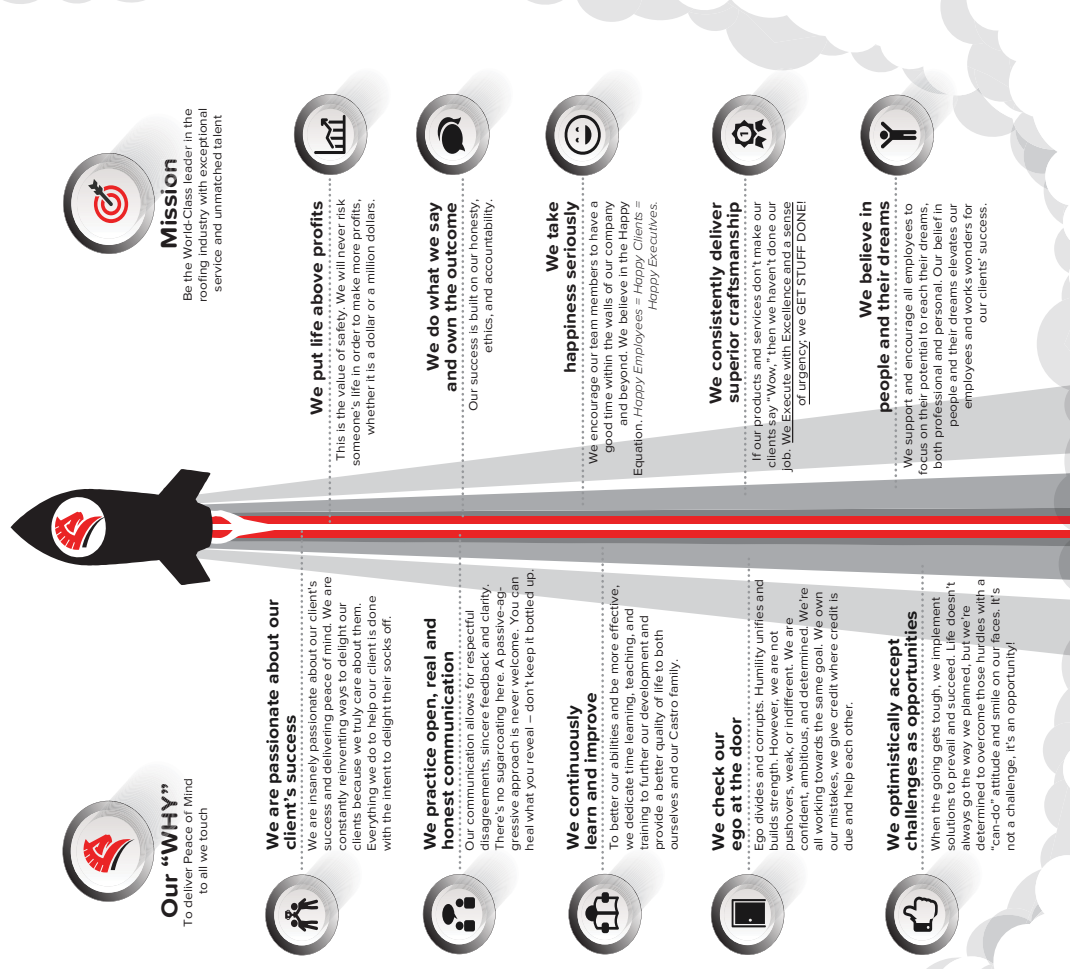
Performance, passion and the absence of perks

At Castro Roofing, we believe in empowering our clients for success, not personal entitlement. We earn everything by setting high-standards and achieving. Hard work and passion are part of our daily, weekly, monthly and quarterly goals. If we fall short, we own our failure, learn from it, and try again.

We recognize that our employees are our greatest assets but amazing results can only be achieved by working together as a team. As a company that prioritizes merit, ethics, competency and professional growth, Castro Roofing employees enjoy a strong sense of belonging and relish challenges to improve both themselves and the company each and every day.



Castro Roofing's Shared Vision



Culture of Good

Core Values

The family values and high company standards behind Castro Roofing span over four decades. The company is now operated by second generation family members that are committed to the firmly held family values that have earned Castro Roofing the Greater Dallas Business Ethics Award.

Castro Roofing will continue to be privately held and treats all employees, clients, vendors, and the public in an ethical, fair, and open way. We not only believe that it is the right way to run a company; we believe it is the only way to be successful in business. Ethics is about the quality of our lives, the quality of our service, and ultimately about the bottom line.

At Castro Roofing, family values are the foundation of the company standard.

Castro Roofing DNA

The Culture of Good is at the heart of everything we do at Castro Roofing — how we live, how we work and how we help our clients succeed and deliver peace of mind.

It isn't about perks, and it doesn't exist solely to make our team members happy (although it does that too).

At Castro Roofing, culture is our business strategy.

Uniqueness

Being part of Castro Roofing means being part of a unique client-centric team in which people are the most valuable resource we have to reach our goals. Together we deliver peace of mind to all we touch. Together we've crafted our Shared Vision that is the very essence of feeling part of Castro Roofing and which guides us as we tackle our day-to-day challenges.

Our Shared Vision (three parts)

1. Purpose (Why we exist)

To deliver peace of mind

2. Culture of Good

The **Culture of Good** seeks to deliver on the promise of service and is integral to enabling Castronites to work with others who share these same values. To the left the diagram shows our **TEN CORE VALUES** in action.

3. Mission

To be the World-Class leader in the roofing industry with exceptional service and unmatched talent

We believe in people and their dreams

We're dedicated to helping clients succeed. Being part of the Castro Roofing team means championing total roof health, providing smart roofing solutions and fighting for their business success. We believe the best way to keep our clients happy and loyal is by our simple formula...

Happy Employees = Happy Clients = Happy Shareholders
True business success starts with the power of the team



Cedar Hill Government Center Project
Multiple Award Recipient

General Information

Company Name

Castro Roofing of Texas, LLC

Company Address

4854 Olson Drive
Dallas, Texas 75227

Federal ID

75-2365883

Contact Information

800-759-1879 • 214-381-8108
Fax 214-381-8109

info@CastroRoofing.com
www.CastroRoofing.com

Owner, President, and CEO

Rudy Rodriguez

Owner and Vice President

Angel Rodriguez Sr

Owner and Vice President

Angel Rodriguez Jr

Owner, Secretary, and Treasurer

Juan Rodriguez

Business Started

December 6, 1990

Dun & Bradstreet, Inc

Dun Number # 78220618

Bonding Agent

PCL Contract Bonding Agency

1452 Hughes Rd
Grapevine, Texas 76051
972-459-4749
Fax 972-459-4535

Company Structure

Castro Roofing was established in 1973 and later incorporated in the state of Texas on December 6th, 1990 as Castro Roofing of Texas, Inc. The corporate status changed in March 29th, 2002 to a limited partnership. No changes in ownership or management were affected. The name was modified to Castro Roofing of Texas, LLC.

The company's officers are, President and CEO, Rodolfo Rodriguez, Vice Presidents Angel Rodriguez Sr and Angel Rodriguez Jr and the company's Secretary and Treasurer, Juan Rodriguez.

Facility

Castro Roofing Headquarters is located at 4854 Olson Drive in Dallas, Texas. The site is comprised of 1.87 acres that are 98% paved. Castro Roofing has over 14,000 square feet of warehouse space that also houses a fully functioning sheet metal shop. The corporate office has over 12,000 square feet of office space. The facility is owned by the stockholders and leased to Castro Roofing of Texas, LLC.



The Castro Roofing family thanks you!

Angel Rodriguez Sr (EL Capitan)

Angel Rodriguez Jr (AJ)

Rodolfo Rodriguez (Rudy)

Juan Carlos Rodriguez (JC)

Description of Operations

General Work Performed

Castro Roofing operates as a commercial roofing, sheet metal and general contractor, primarily within North America. Work performed includes storm damage restoration, roof maintenance, roof restoration, permanent leak repairs, re-roofing and new construction primarily utilizing built-up asphalt, modified bitumen membrane, single-ply membrane. Work also includes metal roof systems, sheet metal shop fabrication, and field installation of roof related sheet metal, siding, coping, fascia, gutters, and downspouts. Computerized metal fabrication equipment to maintain high levels of quality is utilized.

Other Types of Work Performed

Castro Roofing's **STORMHAWKS™** special storm unit focuses on storm damage assessment and restoration. It has assembled a team of insurance experts to help policy holders with storm damage.

Castro Roofing's PERMANENT ROOF

LEAK REPAIR™ provides permanent roof leak repairs for nightmare leaks. Castro Roofing recognizes that untreated roof leaks or other related roof failures can be detrimental to your roof, business, and, consequently, your finances.

Castro Roofing understands that leaks can cause stress or interruptions to you or your tenants.



The Founders

Angel Rodriguez Sr and Nancy Castro Rodriguez



Unresolved leaks can result in tenant complaints, damaged inventory and equipment, loss of roof insulation efficiency, development of mold, and potential litigation. Castro Roofing responds quickly to client's emergency and non-emergency service calls. Castro Roofing also understands that you don't want to pay for repairing the same leak over and over, or endure the inconvenience that unrepaired roof leaks may cause. In an effort to minimize poor repairs, Castro Roofing promises not to "Pookie Fix" the leak repairs.

Castro Roofing offers their exclusive **PERMANENT**

ROOF LEAK REPAIR lifetime warranty on roofs that are maintainable and qualify for this product. There is no additional cost for this warranty.

Castro Roofing Service Area

Castro Roofing currently services Texas, Oklahoma, Mississippi, Louisiana, Florida, Ohio, District of Columbia, Illinois, Virginia, Maryland, Delaware, Kansas, and Arizona, and is headquartered out of Dallas, Texas.

Foreman and Field Crews

Field crews generally consist of five to eight men with their respective foreman. Our foremen are bilingual, speaking both English and Spanish.

Superintendents and Production Managers

Our superintendents lead their respective foremen. We utilize two types of superintendents: one for the low-slope roofs systems, and another for sheet-metal and metal roof systems. The Production Manager oversees the work of the superintendents and is ultimately responsible for the entire roofing project.

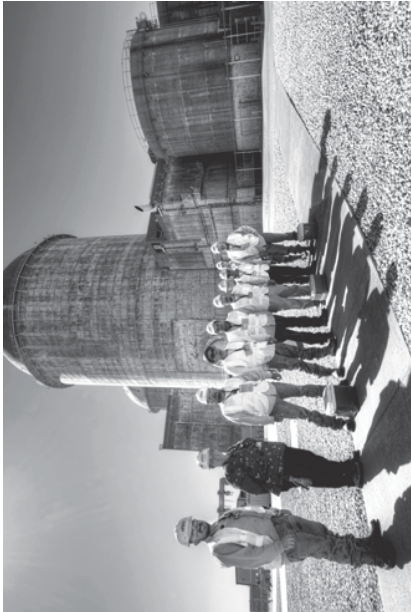


Castro Roofing's Most Valuable Asset is its Employees

Castro Roofing Key Personnel

The company typically employs over 110 e-verified, drug-free, trained, and uniformed employees. This total fluctuates depending on project activity.

Management, office, clerical, and superintendents	16
Shop and yard labor	07
Sheet metal fabrication shop	04
Field employees	83
TOTAL	110



The Castro Roofing Ethics Badge

The Castro Roofing Ethics Badge is a symbol of our company's integrity, core values and standards.

The Greater Dallas Business Ethics Award honors Dallas-based companies that demonstrate a firm commitment to ethical business practices in everyday operations, management philosophies and responses to crises or challenges.



Company Vehicles and Equipment

We maintain all vehicles and equipment. The majority of the maintenance is done in-house.

Vehicles and Equipment Maintained

Large trailers and on-site travel trailers	06
One-ton service and passenger vans	07
Regular and telescopic fork-lifts	06
Crane and 150' Boom crane on truck	02
One-ton utility trucks (450 and 350)	13
Half-ton pick-up trucks (150)	11
Bitumen Roof Kettles	12
Motorized Tear-Off Machines	07
Roof Saws and Tear-Off Equipment	15
Power Hoist	04
Power Vacuum Machine	01
Felt Layers	06
Bitumen Spreaders	07
Gravel Spreaders	12
Blow Torches	25
Manual Hoist	03
Fire Extinguishers	41
Commercial Roofing Heat Guns	06
Automatic Heat and Solvent Welders	05
Computerized Sheet Metal Break	02
Manual Sheet Metal Breaks	03
Automatic Sheer	02
Fume Recovery Filtering System	01
Skid Steer (bobcat)	01
Pittsburgh Machine	01
Power Sheet Metal Seamer	01
Manual Seamers	02
Power Washer	02
Heavy Duty Generators	04
Heavy Duty Air Compressors	04
350 Gallon Trailer Spray Rig	02
20 High Power Spray Rig	01
RMI Fluid Applied Roof Trailer Rig	01



All Castro Roofing Vehicles are Thoroughly Maintained

Quality Control Procedures

Castro Roofing assigns one field superintendent for five crews, at the most. There is one superintendent for the low slope roof systems and one for the sheet metal trim and metal roof systems. Field crews generally consist of one foreman per five to ten crew members. Superintendents are responsible for visiting job sites daily if possible, or at least every three days.

Foremen punch list jobs during the project and at the end of the project

Superintendents will then punch list the job prior to owner or manufacturer inspection for warranty and final completion. It is Castro Roofing's goal not to have punch list items from the manufacturer or owner. Castro Roofing fabricates and installs all related sheet metal and we install and manage all membrane roofing operations.

We also provide complete shop drawings and samples, which are submitted on all projects, including re-roofs. Shop drawings are reviewed and signed by the project estimator, the project manager, and project superintendent. Drawings are then submitted for review and sent to the owner for approval. During construction and prior to turning the final project over to the owner, Castro Roofing Production Manager will visit the project to review that the entire project is in compliance to shop drawings, the contract, and the manufacturer's specifications.

You'll never feel alone

We NEVER leave you wondering where we are, or what we're doing. We keep you constantly updated with photos, text messages, & more.

Ever notice how most roofers give you no way of knowing what they're actually doing? It's especially aggravating when you're responsible for multiple buildings and/or locations.

Did the roofer show up on time? Are they working now? What did they do? When did they leave?

What roof section are they going to be working on tomorrow? Is the job finished? With Castro Roofing, you'll never wonder what's going on with your roof because you'll automatically KNOW!

That's because we've implemented the most advanced communication system in the industry. We call it Castro Roofing's **Project Pulse™**, our Online Project Management (OPM) that tracks all roofing activities daily and archives them forever. Here is a glimpse at what we do...

- ALWAYS check-in with your on-site personnel before starting
- ALWAYS take photos before we start, during the job, and at the end of each job or day
- ALWAYS post those photos online on your password-protected portal to show exactly what was done so you can inspect the work
- For multi-day jobs, we chart progress on graphs
- ALWAYS check-out at end of the day with your on-site personnel and show photos of progress
- We can send your designated person (or people) text message updates as we go

But it's not just our extreme care in communication that sets our service apart.

In the end it comes down to respect. All of our workers treat every single person on your premises with kindness, respect, and dignity.

From janitors to superintendents, from secretaries to CEOs, from facility managers to mayors of cities, we treat everyone like a VIP and deliver Red Carpet Experience.

Roofing brokers

In the commercial roofing industry, 75% of roofing work is performed by roofing brokers. Roofing brokers do not perform roofing operations with their own trained employees. At Castro Roofing, subcontractors are only typically used on non-associated roofing services, e.g. plumbing, electrical, HVAC, etc. All Castro Roofing workers are e-verified, union-form, trained, drug-free, and carry all insurance, as required by law or our clients.

CASTRO ROOFING'S PROJECT PULSE™

Your entire roof in the palm of your hand. That's what we call control.

CASTRO ROOFING'S Project Pulse™

Sander Estes Prison Unit Project
Detailed Roof Project Files

We've Won Every Award That Matters To Commercial Roofers

With multiple National Roofing Contractor Association (NRCA) Gold Circle Awards, and an unprecedented twelve straight North Texas Roofing Contractor Association (NTRCA) Golden Hammer Awards, and many other accolades and achievements, Castro Roofing remains one of the most respected and awarded commercial roofing companies in the industry.

Golden Hammer Award – NTRCA

Unprecedented 15 Time Award Winner, Including a record 12 In A Row

The Golden Hammer is one of the highest honors a Texas roofing company can achieve. This award is based on excellence on specific large projects. It is judged on uniqueness, challenges, safety, and overall quality. We've won so many Golden Hammer awards that it's almost unfair.

Dallas Business Ethics Award

The Only Roofing Company To Be Named—Ever.

If you think it's unusual for a commercial roofing contractor to win an award for business ethics, you're right! This award is given out annually and only once per company. It honors companies that have demonstrated a firm commitment to ethical business practices in everyday operations, management philosophies, and responses to crises or challenges. Castro Roofing was also a finalist before winning this prestigious award in 2003.

Gold Circle Safety Innovation Award – NRCA

Work On The Dallas City Performance Hall and SMU Meadows Museum

We take safety seriously at Castro Roofing, and we've been recognized for our efforts. Each year the National Roofing Contractor's Association hands out "Gold Circle" Awards to deserving companies on a national basis in various categories including outstanding workmanship, innovation, community service, and safety.

Attention to detail, care, pride, and a corporate culture that encompasses doing an excellent job and doing it right the first time have all helped earn Castro Roofing the reputation of being the best. We set high standards and strive to not only meet, but exceed the promises we make.

Even if we had not received all these awards, we are thrilled with the feedback that we receive from our clients. At Castro Roofing, we are determined to make a raving fan of everyone that we come into contact with, whether it be vendors or other employees, but especially you, our clients.



AWARDS AND
RAVING FANS



A W A R D S

DALLAS CITY HALL

2001 Golden Hammer Award

Client	City of Dallas
Roof System	Coal Tar Pitch with Gravel Surface and Sprayed Polyurethane Foam Roofing
Square Feet	95,000 Coal Tar Re-Roof
Project Type	Re-Roof
Contract	\$977,127



DALLAS LOVE FIELD AIRPORT

2002 Golden Hammer Award

Client	City of Dallas
Roof System	Coal Tar Pitch with Gravel, PVC Membrane with Pavers, and Abatement of ACM
Square Feet	180,000 Coal Tar
Project Type	Re-Roof
Contract	\$2,500,000



DALLAS FAIR PARK MUSIC HALL

2003 Golden Hammer Award

Client	City of Dallas
Roof System	SBS Modified (torched down) and Elastomeric Coating Over Six Stair Tower Domes
Square Feet	71,120 SBS Modified
Project Type	3,500 Elastomeric Coating
Contract	Re-Roof \$611,000



GREATER DALLAS BUSINESS ETHICS AWARD

2003 Ethics Award Recipient

The Greater Dallas Business Ethics Award honored Castro Rodrig as a firm committed to ethical business practices in everyday operations, management philosophies, and responses to crises or challenges.

Entrants were judged by an independent panel representing the business, academic, public service, and consulting communities in North Texas.



A W A R D S

KAUFMAN LAW ENFORCEMENT

2005 Golden Hammer Award

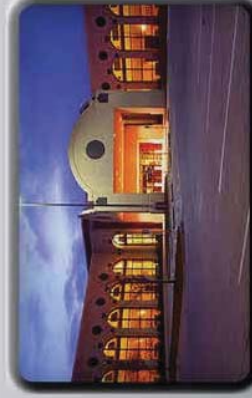
Client	City of Kaufman
Roof System	Built-Up Roof w/Gravel Surface, Curved Standing Seam Metal Roof and Metal Wall Panels
Square Feet	95,000 BUR
Project Type	6,200 Curved Metal Roof
Contract	3,800 Metal Wall New Construction \$791,014



JOHN PETER SMITH HOSPITAL

2005 Golden Hammer Award

Client	Health Network
Roof System	Built-Up Roof w/Gravel Surface, and Standing Seam Metal Roof
Square Feet	25,000 BUR
Project Type	8,900 Metal Roof New Construction
Contract	\$233,000



TEXAS INSTRUMENTS

2006 Golden Hammer Award

Client	Texas Instruments
Roof System	Energy Star PVC Membrane and Energy Star SBS Modified
Square Feet	250,600 PVC Membrane
Project Type	240,125 SBS Modified
Contract	New Construction \$4,958,426



RUSK STATE HOSPITAL

2007 Golden Hammer Award

Client	Texas Department of State Health Services
Roof System	Standing Seam Metal Roof and SBS Modified Membrane
Square Feet	48,000 Metal Roof
Project Type	27,300 SBS Modified
Contract	Re-Roof \$562,125



A W A R D S

CEDAR HILL GOVERNMENT CENTER

2010 Gold Circle Award
2009 DFW Topping Out Projects
2008 Golden Hammer Award

Client	-	City of Cedar Hill ISD
Roof System	-	Standing Seam Metal Roof, SBS Modified & IRMA System
Square Feet	-	71,100
Project Type	-	New Construction
Contract	-	\$580,235



SANDERS ESTES PRISON UNIT

2011 Gold Circle Award
2008 Gold Hammer Runner-up
(Runner-up to Cedar Hill project)

Client	-	Texas Dept of Criminal Justice
Roof System	-	SBS Modified Membrane Light weight Concrete Deck HVAC Renovation
Square Feet	-	183,600
Project Type	-	Re-Roof
Contract	-	\$1,953,432



FAIR PARK HALL OF STATE

2012 Gold Circle Award
2010 DFW Topping Out Projects
2009 Golden Hammer Award

Client	-	Fair Park
Roof System	-	SBS Modified Membrane
Square Feet	-	41,000
Project Type	-	Re-Roof
Contract	-	\$415,455



UNIVERSITY OF HOUSTON SCIENCE CENTER

2010 Golden Hammer Award

Client	-	University of Houston
Roof System	-	Felback Adhered (PVC) 14,400' electrical conduit; 2,500' lighting protection
Square Feet	-	45,500 Felback Adhered
Project Type	-	Re-Roof
Contract	-	\$836,410



A W A R D S

DALLAS CITY PERFORMANCE HALL

2012 Golden Hammer Award
and 2013 Gold Circle (Safety Innovation)

Client	-	City of Dallas
Roof System	-	Kalzip Metal Standing Roof Panel
SBS Modified	-	36,000 sq ft
Project Type	-	New Construction
Contract	-	\$1,327,050



COMANCHE PEAK NUCLEAR PLANT

2013 Golden Hammer Award

Client	-	Luminant
Roof System	-	Coal Tar Elastomeric Hyload 150E
Square Feet	-	Gravel Roof 32,000 sq ft
Project Type	-	Re-Roof
Contract	-	\$158,650



SMU OWEN ARTS CENTER

2015 Golden Hammer Award
and 2016 Gold Circle (Safety Innovation)

Client	-	SMU
Roof System	-	Modified Bitumen Metal Composition roof
Square Feet	-	SBS Modified 102,600 sq ft Shingle roof 5,300 sq. ft.
Project Type	-	Re-Roof
Contract	-	\$2,500,000



TWU - BLAGG HUEY LIBRARY

2018 Golden Hammer Award

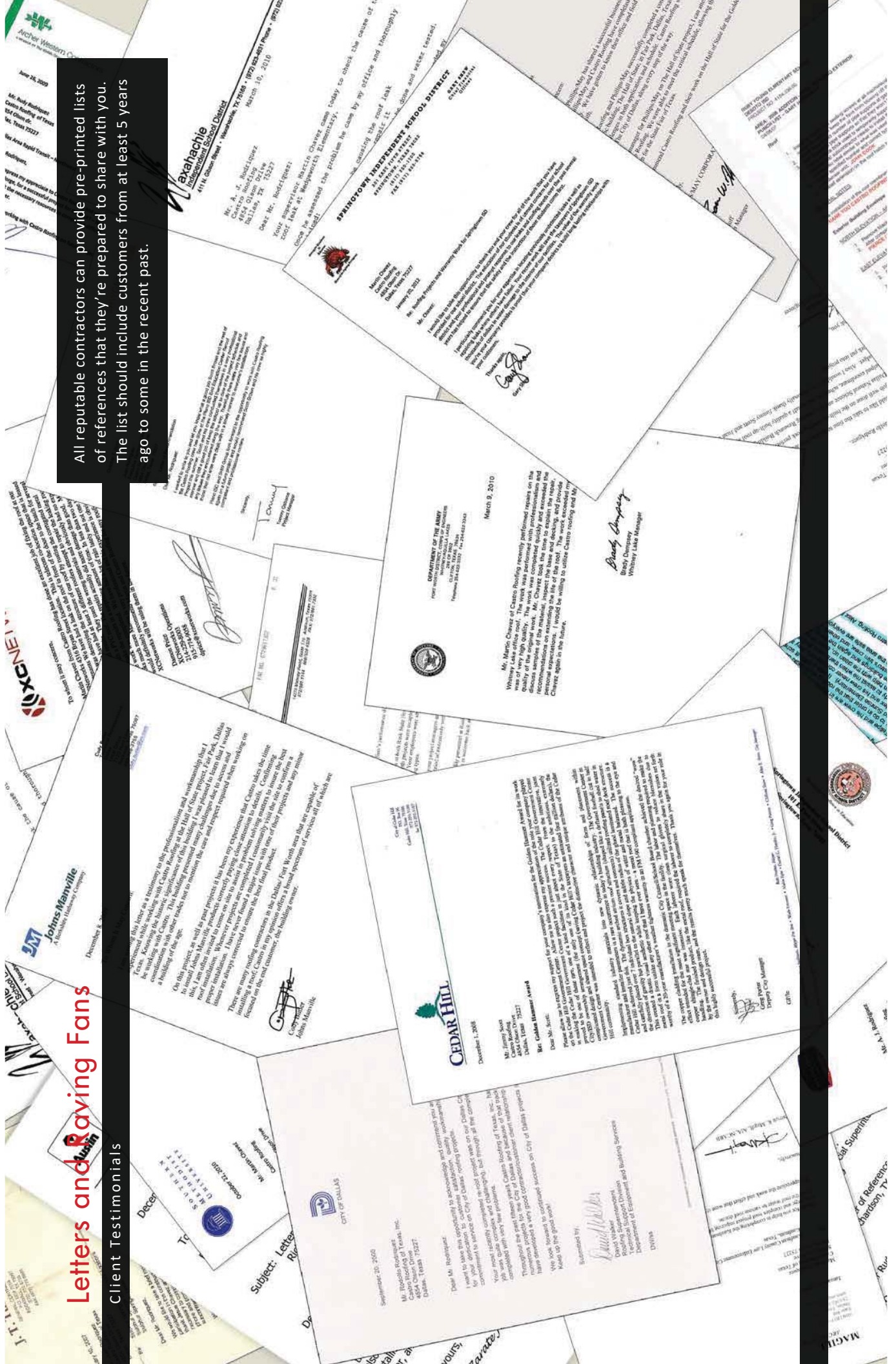
Client	-	Texas Woman's University
Roof System	-	SBS Modified Membrane (cold adhesive)
Square Feet	-	SBS Modified 4,789 Comp Shingles 44,735 sq ft
Copper Standing Seam	-	3,480 sq ft
Interlocking Copper Shingles at Copula	-	1,800 sq ft
Interlocking Copper Round Shingles	-	1,500 sq ft
Project Type	-	Re-roof
Contract	-	\$1,863,750



Letters and Raving Fans

Client Testimonials

All reputable contractors can provide pre-printed lists of references that they're prepared to share with you. The list should include customers from at least 5 years ago to some in the recent past.



Letters and Paving Fans

Client Testimonials



CASTRO ROOFING BRANDS



MAINTENANCE



LEAK REPAIR



STORM DAMAGE



RESTORATION



INFRARED



RE-ROOF

TOTAL ROOF HEALTH SOLUTIONS

We've Got Your Entire Roof Covered...

From storm preparedness, to storm restoration, from routine leaks, to asset management, from restoration, to replacement... and more.

Most roofing companies offer two basic services... leak repair and roof replacement. Castro Roofing is all about TOTAL ROOF HEALTH & SOLUTIONS.

The idea is to prevent as many problems as possible, to be ready for the problems that inevitably happen anyway (think storms), and offer you multiple solutions when your roof needs to be replaced.

Our **LONGLIFE™** design-build commercial roofing systems provide a higher standard of excellence in the roof system design, installation and all backed-up by the best and longest labor warranty in the industry. **LOOKOUT™** extends the life of your roof by developing and maintaining a comprehensive database of roof management information.

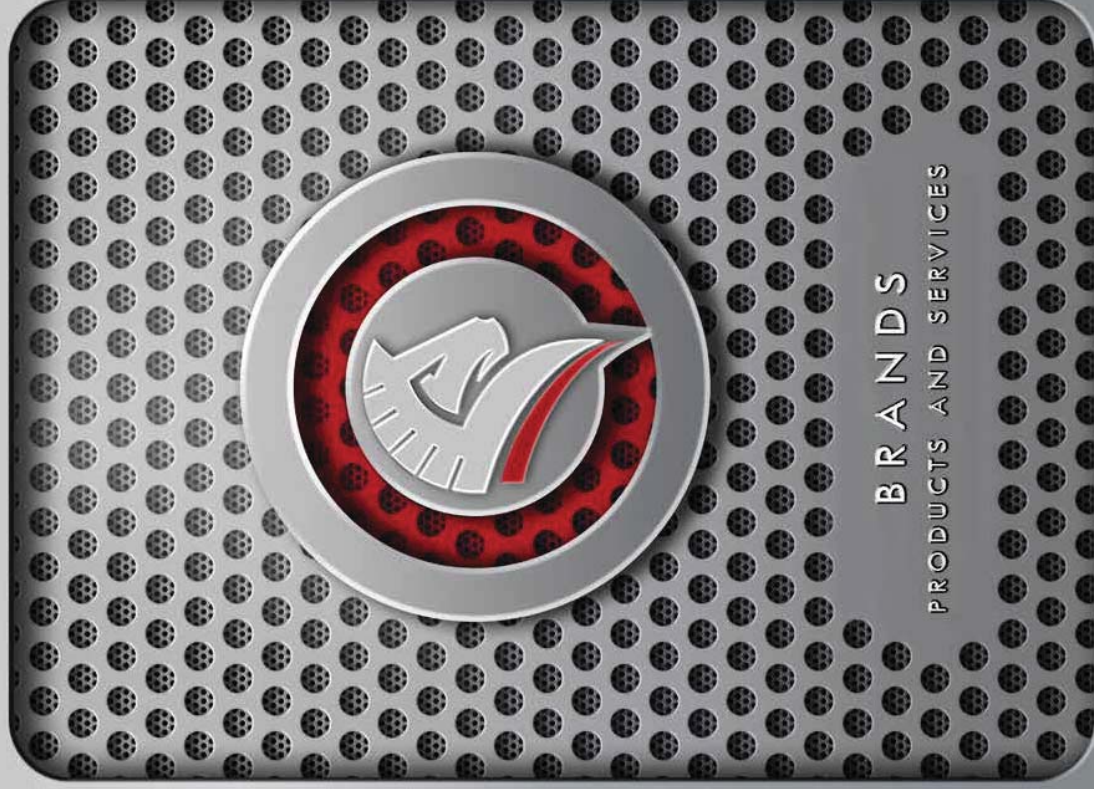
With **STORM HAWKS™** you have the industry's top severe weather damage experts ready to take action whenever or wherever necessary. Do you have hidden roof damage? Castro Roofing's Military Grade

X-VISION™ Thermal Scanner determines real problems versus best guesses. When FAILURE is not an option, our **Permanent Roof Leak Repair™** is guaranteed for the life of the existing roof. Our **FIRSTWATCH™** program

prepares you for the next big storm, and finally, the **ULTRA-SHIELD™** Ultimate Roof Saver is a high-performance restoration liquid rubber membrane product designed for waterproofing. The multi-faceted Castro Roofing brand lineup gives you the necessary tools so you don't have to deal with the headaches and hassles associated with your roofing system.



Texas State Fair Tower Building
Historical Society Projects



CASTRO ROOFING — BRANDS



MAINTENANCE



LEAK REPAIR



STORM DAMAGE



RESTORATION



INFRARED



RE-ROOF

LOOKOUT™

Extend The Life Of Your Roof

Avoid the hassle, expense, & aggravation of huge repair bills. Periodic routine maintenance is the key to a healthy, long-lasting roof. **LOOKOUT™** extends the life of your roof system by developing & maintaining a comprehensive database of roof management information.

PERMANENT LEAK REPAIR™

Fix for life or fix for FREE!

When **FAILURE** is not an option. Our roof repairs are guaranteed for the life of the existing roof. We get to the source of roof leaks to make sure they're 100% fixed—FOREVER. Others apply band-aids; we deliver peace of mind. Our leak repairs have the best warranty in the industry. If we don't fix your roof leak, we'll refund your money plus \$5,000. 200% guarantee!

STORM HAWKS™

Special Storm Unit

With **STORMHAWKS™**, you have the industry's top severe weather damage experts ready to take action. One thing that you must understand is that storm damage is different than most roofing problems.

Most roofing contractors and insurance adjusters use standard assessments that have become totally outdated and invalid. The majority of the roofing companies do not possess the skilled personnel or the high-end instruments necessary to find hidden roof damage. These special situations require special teams, with a different level of knowledge, background, skill, education, tools, and diagnostic instruments.

ULTRA SHIELD™

Why Replace? Restore!

Why Replace when you can Restore — for HALF THE PRICE? Many old roofs can be restored for a fraction of the replacement cost. As a rule of thumb, you should replace your roof if the projected repair cost is 35% or more of the replacement cost. But did you know that there is a third option?

X-VISION™

Finds Hidden Damage

The Military Grade **X-VISION™** Thermal Scanner determines real problems versus best guesses.

Over 100 government and commercial clients are using **X-VISION™** to inspect their buildings to determine real problems versus best guesses and develop target.

LONGLIFE™

Long Life Roof Solutions

Any roofing contractor can reroof a building. Only Castro Roofing makes the process easy, transparent, & stress-free. It's all about planning, systems, craftsmanship & communication.

There are a thousand possible land mines when it comes to reroofing a building. If you choose the wrong roofing contractor, your project could take a lot longer than you hope, cost a lot more, and leave you with a roof that will likely need to be replaced again much sooner than you think. At Castro Roofing, we make reroofing easy because we sweat thousands of tiny details—so you don't have to.



Life Above Profits

**We're not committed to safety because the law requires it.
We're committed to safety because it's the Right Thing to do.**

Management Involvement - Safety and Loss Control

Mr. Rodolfo Rodríguez, President, is primarily responsible for implementation and direction of the company's loss control program.

Safety Manager and the foremen are responsible for investigating and reporting in writing any employee or public liability accidents. Written reports of accidents are forwarded to Mr. Rodolfo Rodríguez and Mr. Juan Rodríguez, who further investigate accident causes and institutes control procedures to prevent recurrences. Mr. Rodolfo Rodríguez quarterly reviews accident data in order to analyze and identify loss trends. OSHA 300 logs are maintained in the corporate office.

Castro Roofing currently utilizes a written loss control program in the form of a safety manual, which is distributed and discussed with employees at the time of hire. Safety manuals are printed in English and Spanish.

Monthly safety meetings are held at the corporate office with all field employees to review safety issue. Each foreman is called upon to teach a portion of the class.

Drivers

Castro Roofing has developed a complete driver examination and testing program as required by current DOT safety regulations. Requirements include successful completion of a written examination, driving test, DOT physical and drug test, and yearly random drug testing. Castro Roofing also reviews driving records on a yearly basis.

Safety Training

Castro Roofing holds weekly Toolbox Safety meetings within individual crews, which are conducted by foremen. Our Safety Manager provides written topics for discussion on a weekly basis and a topic sheet is signed by all employees at the time of the discussion. The weekly Toolbox Safety meetings are all kept on file.

On a monthly basis, all superintendents, foremen, and drivers, attend a safety-training meeting conducted by our Safety Manager and/or guest presenters.

The safety meeting and training sessions may cover a variety of safety training and operating topics, such as a review of previous accidents and discussions of other

pertinent information, as determined by the individual conducting the meeting. The Safety Manager develops all general discussion topics and all of the meeting minutes, topics, and employee attendance are recorded and maintained on file.

Self-Inspection Program

A written company policy has been established charging the responsibility of individual job safety with respective foremen. The policy establishes an incentive program in which safety performance is tied into an award program. The policy further allows for in-house monthly safety inspections. Foremen also continue to be responsible for conducting job site inspections on a daily basis. A daily safety check list is contained on the job site.

Job Sites

The Safety Manager visits all job sites on a weekly basis, with any safety deficiencies noted in writing and usually corrected the deficiency immediately on site. Mr. Rodolfo Rodríguez and Mr. Juan Rodríguez receive written reports of all the inspections.

Separate gang boxes are made available at each job site specifically for safety equipment and may include such items as fire extinguishers, first-aid kits, gloves, material safety data books, tie-off lanyards, and belts, etc.

All company equipment is inspected and serviced on a regular preventative maintenance program by on-staff mechanic.

New Employee Selection

Potential employees are required to complete a written application form, which includes questions regarding previous employment, and work related injuries. An outsource agency is used to gather information regarding work history, including worker's compensation injury history of prospective employees. Also, a check of worker's compensation injury history is made through the state of Texas Industrial Accident Board on all prospective employees. All prospective employees are required to pass to a pre-placement physical, including drug and alcohol screenings. Physical and drug screenings are performed by Occupational Health Center of Dallas, Texas.

The job-site supervisors are responsible for conducting interviews of all potential employees. Experience in similar types of work is required for all new employees. Before final acceptance of the prospective employee, a behavior profile exam is taken and The Pinnacle Group in Philadelphia, Pennsylvania gives the results. A profile exam is done to make sure that the person with the required behavioral attitude is hired.

New Employee Training

A new employee orientation program consists of a review of company rules and regulations and the company safety manual. The safety manual includes a written safety policy statement by the management, which outlines specific company safety rules and then discusses specific safety procedures, including the utilization of material handling equipment, proper housekeeping procedures, the use of personal protective equipment, proper roof protection, and proper usage of electrical equipment. Safety manuals have been printed in English and Spanish. Employees are required to review, sign and date these safety manuals, thus agreeing to abide by all content and regulations.

Employees also receive training at the Industrial Academy. Through this academy, employees receive training concerning potential hazardous materials found at the site and on how to understand material safety data sheets on an individual product. Sample Material Safety Data Sheets are provided to all employees, who must then sign the document, thus verifying receipt of such sample data. New employees must then take a written test to show their understanding of the MSDS.

MSDS sheets are also maintained at each job site for all hazardous materials used on that project by Castro Roofing. Under the Industrial Academy, Castro Roofing utilizes safety training developed by the National Roofing Contractor Association (NRCA), which is viewed by all employees upon hire. Following the review of this material, employees are then tested to determine their understanding of the information.

Why are these items so important?

Make sure they've been operating under the same name for at least five years. Many contractors change names multiple times to avoid past customer complaints and problems. Contractors who haven't been trading as the same name for at least five years better have a good reason why. (Naturally, some businesses will be legitimately new – if so, get a ten year work history of the owner and ASK questions!)

Only a small percent of contractors can provide bonds because of the tough requirements set by surety companies. If they can't provide bonds, it's a strong sign they might not be financially stable. At Castro Roofing we meet all state laws and requirements regarding coverage.

The image shows two professional licenses. The top license is from the State of Louisiana, issued to Shive Kierulff & Associates, Inc. for the period 12/1/94 to 11/30/95. It is for the professions of Architects and Engineers. The license includes the Louisiana State Seal and a signature. The bottom license is from the State of Mississippi, issued to the Board of Contractors for the period 12/31/93 to 12/31/95. It is for the profession of Contractors. The license includes the Mississippi State Seal and a signature.

[illegible]

May 25, 2019

PCL
CONTRACT BONDING AGENCY
Business & Commercial Services by Post

Mr. Castro-Rodriguez of Texas, LLC - Dallas, TX

To: Mr. Castro-Rodriguez of Texas, LLC - Dallas, TX

30

Castro in the Press

What is the media saying about us?



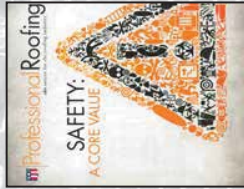
MANAGING TO SUCCESS

Running a metal roofing business is tough. Here is what some successful businesses are doing to run their operations smoothly.



RE-ROOFING IN THE LONE STAR STATE

Castro Roofing becomes a part of history at Fair Park Hall of State in Dallas.



SAFETY: A CORE VALUE

Castro Roofing shares its strategies for improving workplace safety.



A GRAND ENTRANCE IN DALLAS

Castro Roofing installs the longest-continued standing seam metal roof in North America and also win the Gold Circle Award for Safety Innovation.



A+ ROOFING

Castro Roofing passes all tests to re-roof the University of Houston Science Center.



RE-ROOFING IN THE LONE STAR STATE

Castro Roofing becomes a part of history at Fair Park Hall of State in Dallas.



ARTFULLY EXECUTED ROOFING

Castro Roofing of Texas renovates multiple roof systems at the Owen Arts Center in Dallas.



2013 GOLDEN HAMMER WINNER

Castro Roofing wins an unprecedented Twelfth Golden Hammer Award for Outstanding Commercial Project.

Cooperative Purchasing and Minority-Owned Business Certification

Why are these items so important?



U.S. Small Business Administration



Dallas/Fort Worth
Minority Supplier
Development Council



We Can Help...

Meet Your Diversity Goals and Get Superior Results

Castro Roofing is certified and registered as a Minority-Owned Business Enterprise with multiple certification agencies. We help government agencies and privately owned entities reach their diversity goals.

TIPS — Better Results Without All The Hassles

TIPS provides procurement options that are proven to save the government agencies money, time and frustrations. When you compare the antiquated bidding process to the advantages of a Cooperative Purchasing Network, like The Interlocal Purchasing System (TIPS) you will be surprised at the ease of the process. Using the old bidding process may bring unwanted obstacles, which you might have experienced first hand, such as using your valuable time and money going through mountains of confusing proposals and having to settle for substandard products in the end.

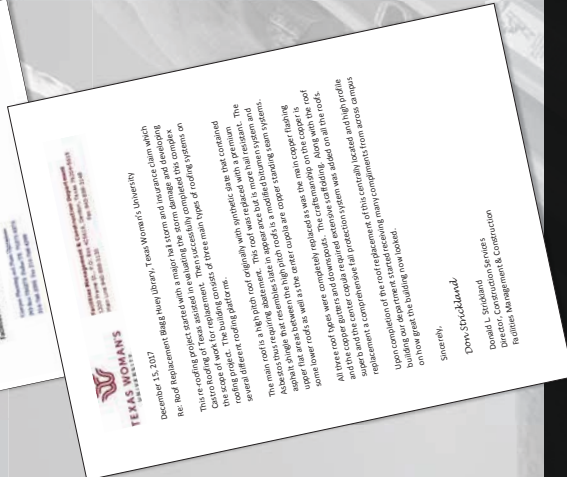
TIPS was created to avoid these hurdles and has narrowed down many qualified, state approved vendors. Much of the bid work has already been done and when you use TIPS, rest assured that you will be getting a quality product from an experienced company at a fair price.

All of our products, procedures and services have been pre-screened through TIPS to ensure top quality results for its members. Client service at the highest level before, during and after your project is what we guarantee on our promise of making you our next RAVING FAN!



Craftsmanship and Warranty

Why are these items so important?



The Missing Link...

The craftsmen on the roof make all the difference!

Most importantly, a contractor has to be competent to do the job right the first time. Competence comes from training, experience, and good old-fashioned hard work. As you evaluate a contractor, look for signs that they can do the job right the first time.

A contractor who serves its client well should be proud to present pictures of the work they've done. Ask to see a dozen jobs they've done. If none can be produced, that should be a major warning sign.

Warranty fulfillment

The bottom line is, a company will stand behind the work they do or they won't. Only the most trustworthy and competent contractors put their warranty right up front to you. No fine print, no paragraphs of endless exceptions, no prorating for time that has passed.

Naturally, you'll want to check the stability and reputation of the contractor to make sure they'll actually be around to fulfill on the warranty if necessary, and to find out if they've taken the time and effort to fulfill for others who have needed it. (Note: they should be able to provide at least fifteen client references who can speak to you about how responsive the contractor was to their needs)



Case Studies

Case Study #185 - Mesquite City Hall

After Twenty Straight Years of Leaking, No One Believed It was Fixed!

It's not nice to laugh at people, but you have to admit this is funny. When the City of Mesquite hired us to fix the leak that no one had been able to fix for literally 20 years, many could not believe it when it was actually repaired for good.

The leak had caused water to come down a pillar and pool on the floor in the main entry way. After dozens of failed attempts and multiple roofing contractors, the "caution wet floor" pylon became a permanent fixture every time it rained. It just happened to rain the day we fixed it, so we were there to witness people walking around the pillar without even thinking about it. One man walked up to the pillar, touched it (dry, of course!), backed up, and walked around anyway!



Case Studies

Case Study #152 - Lewisville ISD

No One Could Repair Our Leaky Arch!

Hate mail is usually what principals send to facility managers about roof leaks. In our case, principals actually go out of their way to send compliments. Take case study #152 as an example.

The arch in the entry way of Lakeview Middle School in Lewisville is the visual center of the entire school. People comment on how stunning it is all the time. What most people didn't know is that the beautiful arch leaked from the first day it was installed six years ago. The original roofer couldn't fix it and several other roofers refused to even look at it because they thought it was too dangerous.

Castro Roofing went out and used safety equipment to inspect the arch. They quickly discovered that the wrong kind of rivets had been used in several places, resulting in an extremely easy-to-fix leak. Less than an hour later, the repair was complete and the arch has never leaked since.





CASTRO ROOFING
QUALIFACATION STATEMENT
©2019 ALL RIGHTS RESERVED - CRO040