

VENDOR CONTRACT

Between Benco Commercial Roofing and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Roofing - 2092415

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, 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.

The following pages will constitute the contract 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 contract.

The Vendor Contract ("Contract") 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 VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract 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.

Definitions

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

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

Customer Support

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

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

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

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

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

Renewal of Contracts

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent (2%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

Indemnity

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, 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, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, 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. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole

or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

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 contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;

- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number _____". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

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

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. 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.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

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

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of

name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

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

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

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

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

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

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract 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.

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 RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting 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. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. 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. In the event of an audit, the requested materials shall be 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.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or 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 will not require that a 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.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

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 contract 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) will be accomplished when the TIPS member issues a purchase order that will serve as “the notice to proceed”. 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 inspect the work for acceptance under the scope and terms in the PO. 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.

Support Requirements

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

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor 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.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:



We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)



We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe National Coordinator	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	David Mabe, NationalCoordinator	Contact
Phone	+1 (903) 243-4759	Department		Department
Fax	+1 (866) 749-6674	Building		Building
Bid Number	2092415	Floor/Room		Floor/Room
Title	Roofing	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	07/01/2015	Email	bids@tips-usa.com	Email
Close Date	8/14/2015 3:00:00 PM CT			
Need by Date				

Supplier Information

Company Benco Construction Services Inc
 Address 10101 Hicks Field Road
 Fort Worth, TX 76179

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (817) 740-8866
 Fax 1
 Email
 Submitted 8/14/2015 2:45:11 PM CT
 Total \$0.00

Signature Bert Nunez

Email bert@benco-rfg.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	Yes
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	Yes
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Fort Worth
5	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 8)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
8	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
9	Pricing Information:	Pricing information section. (Questions 10 - 13)	(No Response Required)
10	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
11	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
12	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
13	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
14	Start Time	Average start time after receipt of customer order is ____ working days?	30
15	Years Experience	Company years experience in this category?	21
16	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
17	States Served:	If answer is NO to question #16, please list which states can be served. (Example: AR, OK, TX)	TX,OK,LA,MS,FL,NM,AR

18	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.)	EXPERIENCE BENCO Commercial Roofing is licensed in the states of Texas, Florida, Louisiana, New Mexico, and Mississippi. Capabilities include; new roof construction, roofing inventory assessments, infrared scans, repair, replacement, and large maintenance projects. BENCO can install, repair or replace all types of roofs, including composition, slate, tile, standing seam metal, BUR, modified bitumen, EPDM, TPO, PVC, CTEM, Elvaloy, and elastomeric coatings. Benco has also performed carpentry, HVAC, plumbing, metal, electrical, wall framing, stucco finishing, painting, drywall and ceiling installation
19	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
20	Primary Contact Name	Primary Contact Name	Bert Nunez
21	Primary Contact Title	Primary Contact Title	President
22	Primary Contact Email	Primary Contact Email	bert@benco-rfg.com
23	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8172323037
24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	8172321781
25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	8174558897
26	Secondary Contact Name	Secondary Contact Name	Eddie Crowder
27	Secondary Contact Title	Secondary Contact Title	Senior Estimator
28	Secondary Contact Email	Secondary Contact Email	ecrowder@benco-rfg.com
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8172323037
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	8172321781
31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	8178816686
32	2% Contact Name	2% Contact Name	Barbara Linder
33	2% Contact Email	2% Contact Email	blinder@benco-rfg.com
34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8172323037
35	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 36 - 38)	(No Response Required)
36	Purchase Order Contact Name	Purchase Order Contact Name	Bert NUnez
37	Purchase Order Contact Email	Purchase Order Contact Email	bert@benco-rfg.com
38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8172323037
39	Company Website	Company Website (Format - www.company.com)	www.benco-rfg.com

40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	75-2681813
41	Primary Address	Primary Address	10101 Hicks Field Road
42	Primary Address City	Primary Address City	Fort Worth
43	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
44	Primary Address Zip	Primary Address Zip	76179
45	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.)	roof, roofing, metal roofing, shingles, TPO, single ply, coating, PVC, EPDM, BUR, modified bitumen, slate, tile, roof repairs, emergency repairs, infrared scan, Siplast, Soprema, Johns Manville, GAF, Tremco, Garland, Berridge, Petersen Aluminum, PACCLAD, McElroy, Morin, Kingspan, Sarnafil, Fibertite, MBCI, ASTEC, Thermo, Er SSystems, HYdrostop, RPM,
46	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over \$100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
47	Prices are guaranteed for?	(___Month(s), ___ Year(s), or Term of Contract) (Standard term is "Term of Contract")	one year

Line Items

Response Total: \$0.00

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

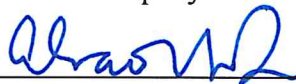
Information may be found at <https://www.sam.gov/index.html>

Has the vendor been debarred from participation in Federal funds contracts?

NO Initial of Authorized Company Official

YES Initial of Authorized Company Official

Company Official:



Company:

Benco Commerical Roofing

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: Benco Commercial Roofing

Mailing Address: 10101 Hicks Field Road

City: Fort Worth

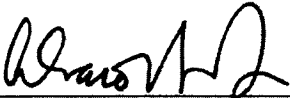
State: Texas

Zip: 76179

Telephone Number: (817) 232-3037

Fax Number: (817) 232-1781

Email Address: bert@benco-rfg.com

Authorized Signature: 

Printed Name: Alvaro Nunez

Position: President

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blenda Mc Natt 9-24-15
TIPS Authorized Signature Date

David Wayne Fitts 9-24-15
Approved by Region VIII ESC Date



10101 Hicks Field Rd.
Fort Worth, Texas 76179
817-232-3037
Fax: 817-740-8918

MBE / DBE / HUB Certified

BENCO CONSTRUCTION SERVICES, INC.

Non-Transferable Limited Warranty Certificate

Benco Construction Services, Inc., (dba Benco Commercial Roofing) hereby warrants to the owner of the building at the address described below, under and subject to the terms, conditions, and limitations set forth herein that the improvements provided by Benco Construction Services, Inc. are free from defects in workmanship.

- (1) OWNER:
ADDRESS:

Roof Replacement

Warranty Term from date of substantial completion on:

Workmanship: Two (2) years

WARRANTY EXPIRATION: Two (2) years from substantial completion and final acceptance.

Upon expiration of the workmanship warranty period of Two (2) years, owner must look solely to the manufacturer. Manufacturer will contact Benco in the event repairs are necessary. Benco Construction Services, Inc. hereby disclaims any and all warranty liability for claims which are not received prior to the expiration of the workmanship warranty period.

(2) CLAIM PROCEDURE

Claims pursuant to the Warranty must be submitted in writing within 30 days after discovery of the alleged defect. All correspondence must contain the certificate number set forth above. Benco Construction Services, Inc., within a reasonable time frame after notification of damage, will investigate the claim, and if Benco Construction Services, Inc. determines that the complaint is in accordance with the terms of this Warranty within 60 days after actual receipt of notification of damage, Benco Construction Services, Inc. will not be liable for unauthorized replacement or for the cost of replacement incurred prior to written acknowledgment by Benco Construction Services, Inc. that it will perform Warranty repairs.

Additionally, as an absolute condition precedent to the right to bring claim, OWNER must strictly comply with all requirements for claim contained in the Manufacturer's Warranty.

(3) EXCLUSIONS

Benco Construction Services, Inc. will not be liable for and this warranty does not apply to damages resulting from the following:

- a) lightning, strong gale, hurricane, tornado, hailstorm, flood, impact of foreign objects, or other violent or unusual phenomena of the elements;
- b) fire or other casualties;
- c) settling, distortion, failure, or cracking of roof deck, wall, or foundation of building;
- d) traffic on or over the roof;

- e) misuse, abuse, or improper maintenance of the roof;
- f) equipment installations, structural changes, or any other alteration in the roof after completion of the improvements provided by Benco Construction Services, Inc.;
- g) manufacturing defects in building material; and
- h) any cause other than inherent workmanship defects in the improvements provided by Benco Construction Services, Inc.

If at any time during the warranty period the building at the address described on the first page of this Warranty becomes subject to the stress of hurricane force winds, this Warranty will be rendered null and void in its entirety as of the date and time of such occurrence.

This Warranty excludes absolutely any loss, damage, claim, cost, expense, sum, or other obligation of any kind or description directly or indirectly caused by, contributing to, or resulting from mold, fungus, mildew, or spores.

This Warranty does not apply to any damage to the interior of any building or to any property contained therein, or for any injuries or damages sustained by any person, or consequential or special damages of any kind whatsoever. Additionally, this Warranty does not apply to any damage to the exterior of any building, excepting damage to the specific exterior improvements provided by Benco Construction Services, Inc. due to defects in workmanship specifically covered by and not excluded by this Warranty.

(4) WARRANTY DISCLAIMER

To the fullest extent permitted by applicable law, Benco Construction Services, Inc. disclaims any implied warranty, including the warranty of merchantability and the warranty for fitness for a particular purpose. The Warranty described herein is the exclusive Warranty from Benco Construction Services, Inc. and represents the exclusive remedy available to any customer of Benco Construction Services, Inc. Only an authorized representative of Benco Construction Services, Inc. has authority to assume for Benco Construction Services, Inc. any additional liability or responsibility.

(5) REPAIRS PERFORMED

Should deficiencies and/or leaks occur within the first two (2) years after the date of substantial completion of improvements covered by this Warranty, Benco Construction Services, Inc. shall make repairs as required to maintain the building in watertight condition, in conformance with the requirements in the contract documents for this project and the requirements of the primary roofing material manufacturer.

Repairs shall be made in a permanent manner in conformance with the standards provided in this document. Any defect in the improvements provided by Benco Construction Services, Inc. causing a leak shall be corrected.

Any warranty repair work performed shall be warranted for the balance of the original warranty period only.

WARRANTY TERMS ACKNOWLEDGED

By: Alvaro Nunez, Jr.
Title: President

SAFETY



FIRST

**NAVFAC Southeast
Public Works Department
Pensacola**



CONTRACTOR

STAR SAFETY AWARD

**BY MEETING THE CONTRACT SAFETY EXCELLENCE
CRITERIA ESTABLISHED BY NAVFAC SE PWD
PENSACOLA FOR WORK DURING THE EXECUTION
OF**

**CONTRACT N62467-06-D-3750, TASK ORDER 0011,
ROOF REPAIRS, BLDGS 601, 624, 680**

PROUDLY PRESENTS THIS AWARD TO

**BENCO CONSTRUCTION SERVICES INC.
15 April 2011**



DEPARTMENT OF THE NAVY
Naval Facilities Engineering Command Southeast
Public Works Department, NAS Pensacola
Pensacola, FL 32508

4281
Ser: 8.728/ms
15 April 2011

Benco Construction Services Inc.
Attention: Mr. Bert Nunez
4201 N. Main Street, Suite 230
Fort Worth, TX 76106-2751

RE: CONTRACT N62467-06-D-3750, TASK ORDER 0011, ROOF REPAIRS, BUILDINGS
601, 624, AND 680, NAVAL AIR STATION, PENSACOLA, FL

Encl: (1) PWD STAR Safety Award Certificate

Dear Mr. Nunez:

It is my pleasure to inform you that Benco Construction Services, Inc. has been selected as a recipient of the NAVFAC Southeast/PWD Pensacola Safety Through Awards and Recognition (STAR) award for outstanding safety awareness during the execution of the subject contract. This award is a notable achievement and given only to companies demonstrating a proactive safety posture and protecting their most valuable resource – PEOPLE.

While striving to deliver a quality product, on time and within budget, you did not lose sight of safety as the number one priority. Your company has shown a commitment to safety and met the high standards of NAVFAC Southeast and PWD Pensacola with specific accomplishments below:

- Zero DART incidents and no significant property damage during the contract
- No safety non-compliance notices or stop work orders
- No findings identified during OSHA compliance inspections
- Cumulative average safety self-evaluation score of 90% or better

A copy of the STAR certificate will be prominently displayed in our office for all to see and strive to achieve. Congratulations on your selection as a STAR award recipient. Job well done!

Sincerely,

A handwritten signature in black ink, appearing to read "S. T. Zimmerman", written over a horizontal line.

Steven T. Zimmerman
CDR, CEC, USN
Public Works Officer



San Benito Consolidated Independent School District

Department of Construction and Energy Management & A/C

600 North Austin • San Benito, TX 78586 • Phone: (956) 361-6412 • FAX: (956) 361-6418

April 26, 2012

Board of Trustees

Yliana G. Rodriguez
President

Hector G. Leal
Vice-President

June Aguilera
Secretary

Oscar De La Fuente, Jr.
Julian Huerta
Oscar Medrano
Bob Tumberlinson

To Whom It May Concern:

The purpose of this letter is to recommend Bert Nuñez, owner of BENCO Commercial Roofing for your future roofing needs.

I have had the privilege of working with Mr. Nuñez, his job superintendents during the high school roof replacement project. I have found Mr. Nuñez and his staff to be well organized, respectful, dependable, and honest.

Work was well coordinated with the staff, and architect, as well as school representatives. The job coordination was excellent. Mr. Nuñez and his staff organize their jobs in such way to perform its tasks with minimal interference to our instructional program. An observer can soon begin to understand that the area in which they began work will be the area that will be completely finished first. As I walked through the project, I could observe the different stages of each section; this helped me to gauge the roofing project's progress.

Another area that was impressive relates to the monthly payment applications which were always submitted to the architect in a timely manner. I was pleased to see that the applications were always reflective of the work that had been performed. I do not recall even once having to question the amount that was requested in any category. (Mr. Nuñez' contract for these projects exceeded two-million dollars.)

Mr. Nuñez and his staff worked long hours and performed an incredible amount of work in an effort to have the buildings ready for the first day of instruction.

It is without reservation that I recommend that you give BENCO Commercial Roofing, your utmost consideration in all your upcoming school roofing projects.

If additional information is needed, please contact me at (956) 357-2771.

Sincerely,

Lisandro Ramón
Construction Consultant



BENCO

Commercial Roofing

BENCO Commercial Roofing has been in business since 1994.

BENCO Commercial Roofing is a DBE/MBE business, Texas HUB Certified, and is SBA Certified 8(a). BENCO is also a member of the Minority Supplier Development Council and the National Roofing Contractors Association.

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM
238160 Roofing Contractor
236220 Commercial & Institutional Building Construction
561210 Facilities Support Services
236210 Industrial Building Construction

Licensed in: Texas, New Mexico, Florida, Louisiana, and Mississippi.

Bonding Capacity: Single projects to \$5 million and aggregate projects to \$20 million.

Capabilities include: New Roof Construction, Roofing Inventory Assessments, Infrared Scans, Repair, Replacement and Large Maintenance Projects.

Types of roofs include: Shingles, Tile, Slate, Standing Seam Metal, BUR, Modified Bitumen, EPDM, TPO, PVC, CTEM, Elvaloy and Elastomeric Coatings.



www.benco-rfg.com

888-374-7663

Offices in Fort Worth, El Paso, Houston, McAllen, Pensacola

- Aledo ISD
- Alief ISD
- Arlington ISD
- Austin ISD
- Azle ISD
- Bridgeport ISD
- Cedar Hill ISD
- Clint ISD
- Crandall ISD
- Dallas ISD
- Del Rio ISD
- Denton ISD
- Duncanville ISD
- Eagle Mountain-Saginaw ISD
- Eastland ISD
- Ennis ISD
- Everman ISD
- Forestburg ISD
- Fort Worth ISD
- Frisco ISD
- Garland ISD
- Glen Rose ISD
- Grand Prairie ISD
- Grapevine/Colleyville ISD
- Hays ISD
- Jacksboro ISD
- Keller ISD



BENCO

Commercial Roofing



- Lake Worth ISD
- Lancaster ISD
- Lewisville ISD
- Mansfield ISD
- Midlothian ISD
- Newcastle ISD
- Nocona ISD
- Panhandle ISD
- Plano ISD
- Ponder ISD
- Rio Hondo ISD
- Rockwall ISD
- Roosevelt ISD
- Ruidoso MSD (NM)
- San Benito ISD
- San Elizario ISD
- Snyder ISD
- Socorro ISD
- Weatherford ISD
- Wichita Falls ISD
- Ysleta ISD
- Austin College
- Texas Woman's University
- UT El Paso
- UT Permian Basin
- UT Southwest
- Vernon State School

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BENCO

Commercial Roofing



- KEY PROJECTS**
- Rockwall High School Stadium Complex (Metal Building & Roof) - Rockwall, TX
 - Fort Bliss Physical Fitness Facility - El Paso, TX
 - NAS New Orleans (Retrofit) Roof Replacement - New Orleans, LA
 - Travis County Criminal Justice Center - Austin, TX
 - Vought Aircraft Bldgs. 1, 6 & 22 Reroof - Dallas, TX
 - Sheppard AFB Bldgs. 239, 340, 402, 690 & 2320 Reroof - Wichita Falls, TX
 - New Orleans VA Hospital Roof Replacement - New Orleans, LA
 - Travis Elementary School Roof Replacement - Grand Prairie, TX
 - NAS Key West Hurricane Wilma Repairs -- Key West, FL
 - Lockheed Martin Building 20 Roof Replacement - Fort Worth, TX
 - Beverly Elementary School Roof Replacement - Plano, TX
 - White Sands Missile Range Bldgs. 236, 1362 & 1544 Reroof - White Sands, NM
 - San Benito High School Roof Replacement and Wall Coating - San Benito, TX
 - MacDill AFB Bldgs. 6, 501D & 555 Reroof - Tampa, FL
 - Ysleta High School Roof Replacement - El Paso, TX
 - Pensacola Federal Courthouse - Pensacola, FL
 - Anzalduas Border Crossing - Mission, TX
 - Bonnabel & Duncan Pump Stations - New Orleans, LA
 - UT Permian Basin New Roof - Odessa, TX
 - AT&T Roof Replacement - Lytle, TX
 - NASA Building 29 - Houston, TX

GENERAL CONTRACTOR REFERENCES

- Sauer, Inc.
- Alutiq International
- Mortenson Construction
- The Beck Group
- Austin Commercial
- Brasfield & Gorrie

www.benco-rfg.com

888-374-7663

Offices in Fort Worth, El Paso, Houston, McAllen, Pensacola



BENCO

Commercial Roofing



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Capabilities Statement

COMPANY OVERVIEW BENCO Construction Services, Inc., d/b/a BENCO Commercial Roofing, is pleased to submit the following synopsis of our capabilities statement for your review and look forward to the opportunity to meet your roofing and general construction needs. BENCO Commercial Roofing has been in business since 1994. BENCO Commercial Roofing is a certified DBE/MBE/HUB business.

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM

238160 Roofing Contractor	236220 Commercial & Institutional Building Construction
561210 Facilities Support Services	236210 Industrial Building Construction

EXPERIENCE BENCO Commercial Roofing is licensed in the states of Texas, Florida, Louisiana, New Mexico, and Mississippi. Capabilities include; new roof construction, roofing inventory assessments, infrared scans, repair, replacement, and large maintenance projects. BENCO can install, repair or replace all types of roofs, including composition, slate, tile, standing seam metal, BUR, modified bitumen, EPDM, TPO, PVC, CTEM, Elvaloy, and elastomeric coatings. Benco has also performed carpentry, HVAC, plumbing, metal, electrical, wall framing, stucco finishing, painting, drywall and ceiling installation.

PROJECTS KEY PERSONNEL

Bert Nuñez, CEO, President
Lisa Nuñez, Corporate Secretary
Richard Cook, Senior Project Manager

Eddie Crowder, Sr. Estimator/Project Manager
Greg Johnson, Sales/Repair-Coating Specialist
Matt Nuñez, Estimator

KEY SCHOOL PROJECTS

San Benito HS (\$2,415,252)	Ysleta HS (\$1,636,989)
Rockwall Heath High School (\$1,382,459)	Rockwall-Heath High School Additions (\$1,211,108)
Socorro 9th Grade Center (\$1,197,000)	Utley Middle School Conversion (\$1,168,500)
Seguin Elementary School (\$974,549.25)	SISD - O'Shea Keleher ES (\$913,250)
Correy ES Re-Roof (\$882,200)	Rockwall ES #13 - B. Stevenson (\$882,200)
SISD - Robert R. Rojas (\$870,669)	Pebble Hills ES (\$859,315)
Elementary School #11 (\$848,122)	Forman Middle School (\$828,020)
Elementary School #12 (\$823,254)	Rockwall Aquatic Center (\$729,105)
Travis Elementary School (\$722,100)	Lancaster Elementary (\$687,500)
Farrell ES Re-Roof (\$672,900)	Brandenburg Middle School (\$665,120)
Duncanville HS (\$665,120)	Rockwall HS Stadium (\$588,000)
Houston Elementary & GPISD Repairs (\$540,084)	SGP High School - 9th Grade (\$519,401)
Sageland ES (\$506,100)	Truman Middle School (\$450,620)
UT El Paso (\$276,062)	Cullen-Lake Pointe ES Repairs (\$415,300)
Beverly Elementary School (\$405,800)	Gulledge Elementary School (\$386,100)
UT SW POB (\$386,049)	Sageland Elementary School (\$355,000)
Del Valle HS (\$239,894)	Young Women's Academy (\$228,360)
North Lake College (\$676,000)	Bransford Elementary Reroof (\$175,167)
Hertiage Elementary School (\$173,856)	Rio Hondo HS (\$165,500)
Forster Arts Complex (\$157,154)	Glen Rose JHS (\$142,000)
UT Permian Basin (\$134,000)	Jasper High School (\$124,000)
Surratt Elementary (\$118,630)	Education Center (\$112,896)
Frankford & Renner MS's (\$94,050)	Sul Ross University (\$173,900)

MISSION STATEMENT We will provide quality craftsmanship and superior customer satisfaction. We will properly and efficiently complete all projects in a timely manner, according to specified requirements.

Corporate
10101 Hicks Field Road
Fort Worth, TX 76179
(817) 740-8866

El Paso
7606 Boeing St., Suite F
El Paso, TX 79925
(915) 775-9909

Pensacola
3983 N. "W" Street, Suite 31
Pensacola, FL 32505
(850) 475-2163

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13186 • AUSTIN, TX 78711-3186



The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

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 <http://www.window.state.tx.us/procurement/cmb/hubonly.html>. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

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 reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance 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 (888) 863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1752681813700
File/Vendor Number:	086839
Approval Date:	11-JUL-2013
Scheduled Expiration Date:	11-JUL-2017

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

BENCO CONSTRUCTION SERVICES, INC.

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 12-JUL-2013, 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.

A handwritten signature in black ink that reads "Paul A. Gibson".

*Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services*

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 and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512- 463-5872.



Disadvantaged Business Enterprise Certification



Benco Construction Services, Inc.

has filed with the Agency an Affidavit as defined 49 CFR Part 26 and is hereby certified to provide service(s) in the following areas:

**NAICS-238160: Roofing CONTRACTORS; NAICS-238390:
Other Building Finishing Contractors**

May 5, 2015

This Certification commences _____ and supersedes any registration or listing previously issued. This certification must be updated annually 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.

Elisa Mitchell

Certification Administrator

Issued Date: May _____, 2015
CERTIFICATION NO. HMDB333966Y0516

FELONY CONVICTION NOTICE FORM

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code §44.034.

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, 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".

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME: Benco Commercial Roofing

AUTHORIZED COMPANY OFFICIAL'S NAME: Alvaro Nunez, Jr.

A. My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: 

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): _____

(attach additional sheet if necessary)

Details of Conviction(s): _____

(attach additional sheet if necessary)

Signature of Company Official: _____



Contract Bond Agency

Committed to Excellence

August 14, 2015

To Whom It May Concern

RE: Benco Construction Services, Inc. dba Benco Commercial Roofing

Philadelphia Indemnity Insurance Company is providing Benco Construction Services, Inc. dba Benco Commercial Roofing with a current available bonding limit of \$2,000,000 single job, and a total bonding capacity of \$6,000,000. Please be advised that this is a working limit and may not reflect the actual bond size that we may consider for this contactor.

If Benco Construction Services, Inc. dba Benco Commercial Roofing is the successful proposer and is required to provide a performance and payment bond, we would consider executing the required bonds on their behalf.

Our consideration would be based on the satisfactory completion of our normal underwriting requirements which include, but not limited to our satisfactory review and approval of the contract terms and conditions, our contractor's financial condition at that time, his overall work program, verification of the project financing and other pertinent underwriting criteria. Please be advised that the execution of any bond or bonds is a matter between the contractor and us. We assume no liability to you or any third party in providing this letter.

If you have any questions or require additional information, please do not hesitate to contact the undersigned.

Kind regards,

Contract Bond Agency

A handwritten signature in dark ink, appearing to read 'Tobin R Tucker'. The signature is fluid and cursive, with a large initial 'T'.

Tobin R Tucker

National Minority Supplier Development Council (NMSDC)

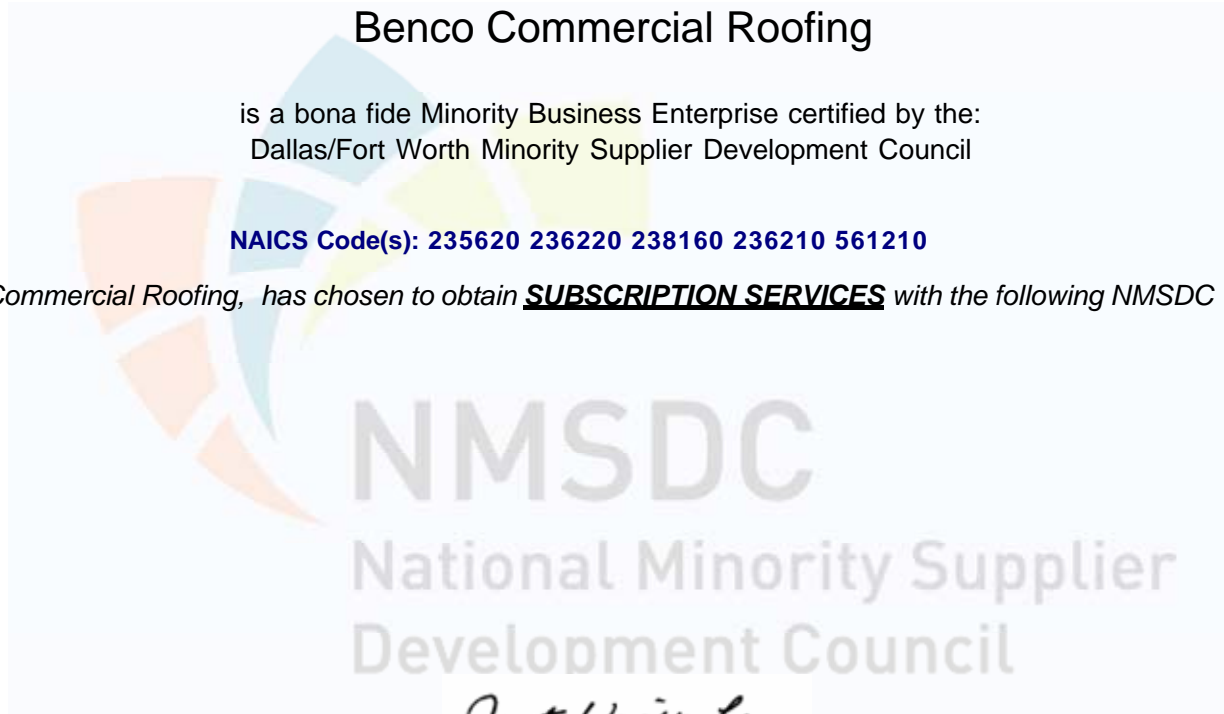
Certifies that

Benco Commercial Roofing

is a bona fide Minority Business Enterprise certified by the:
Dallas/Fort Worth Minority Supplier Development Council

NAICS Code(s): 235620 236220 238160 236210 561210

*Benco Commercial Roofing, has chosen to obtain **SUBSCRIPTION SERVICES** with the following NMSDC Affiliate(s):*



A handwritten signature in black ink that reads "Joset B. Wright-Lacy".

Joset B. Wright-Lacy

National Minority Supplier Development Council, Inc.
1359 Broadway, 10th Floor, Suite 1000
New York, NY 10018

DL21794

Certificate Number

A handwritten signature in black ink, likely belonging to the President of the Dallas/Fort Worth MSDC.

President, Dallas/Fort Worth MSDC

03/17/2015

Issued Date

03/31/2016

Expiration Date