

TIPS VENDOR AGREEMENT (JOC) PART 2 ONLY

Between Castro Roofing of Texas and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RCSP 210603 Roofing (2 PART JOC) - PART 2 ONLY

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 or Xactimate Pricing occur, the RS Means Book or Xactimate Pricing shall control if it determines the legality of the solicitation award as it relates to the requisite Means Unit Price Book or Xactimate Pricing.

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 of Agreement and Renewals

The Agreement with TIPS is for approximately two (2) years with an option for renewal extension for an additional two (2) consecutive one (1) year terms. The first renewal extension year shall be automatic unless the awarded vendor notifies TIPS of its objection to the first additional one (1) year renewal extension. If TIPS offers the second one (1) year renewal extension terms, the vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base term. Whether or not to offer the renewal extension years is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation.

Example: *If the anticipated award date published in the Solicitation is August 27, 2020 but extended negotiations delay award until September 24, 2020 the end date of the resulting initial “two-year” term Agreement, (which is subject to an extension(s)) will still be August 31, 2022.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus two years.

Example: *If the original term is approximately two years, and the solicitation provides an anticipated award date of August 27, 2020, the expiration date of the original two-year term shall be August 31, 2022.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be August 31, 2023.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute.

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

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that

exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

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

Invoices

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

Pricing

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase, except any price changes related to the, then current, RS Means Unit Price Book or Xactimate pricing 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 or Xactimate pricing 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 that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, 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 immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged 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 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.

CERTIFICATIONS

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. **Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement.** For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

I certify that our 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 210603 Roofing (2 PART JOC) - PART 2 ONLY

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 Rdriguez

Title President

Signature of Authorized Representative 

Date 7-6-2021

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 10-13-2021

Addendum to TIPS Vendor Agreement executed on or after September 1, 2021

Insert name of Vendor Castro Roofing of Texas TIPS Solicitation # 210603 P2

CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See TEX. GOV'T CODE § 809.001(1).

CJW

 Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under TEX. GOV'T CODE § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See TEX. GOV'T CODE § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See TEX. GOV'T CODE § 2274.001(3) of SB 19.

CJW

 Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE

Client name is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the *client name* for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See TEX. GOV'T CODE § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

CJW

 Initials of Authorized Representative of Vendor, if applicable

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.



210603

**Castro Roofing of Texas
Supplier Response**

Event Information

Number: 210603

Title: Roofing (2 PART with JOC)

Type: Request for Proposal

Issue Date: 6/3/2021

Deadline: 7/16/2021 03:00 PM (CT)

Notes: This is a 2 PART solicitation. PART 1 is for projects that are not considered construction or a public work. It includes, but is not limited to, parts, supplies, maintenance services and repairs. PART 2 Job Order Contract (JOC) is for projects considered construction or public work projects. The determination of whether or not a project requires a PART 2 JOC is the responsibility of the TIPS member entity. Vendors are encouraged to respond to BOTH PARTS 1 and 2 to meet the needs of our members, but responses to both parts is not required.

IF YOU CURRENTLY HOLD TIPS CONTRACT 180702 Roofing (JOC), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR ROOFING OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 180702 Roofing (JOC).

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Castro Roofing of Texas Information

Contact: Carlos Valdez
Address: 4854 Olson Drive
Dallas, TX 75227-2103
Phone: (214) 381-8108
Fax: (214) 381-8109
Toll Free: (800) 759-1879
Email: Carlos@CastroRoofing.com
Web Address: www.CastroRoofing.com

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

Rodolfo Rodriguez

Signature

Submitted at 7/16/2021 8:06:57 AM

rudy@castroroofing.com

Email

Requested Attachments

Supplementary

University of Houston -me

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF For ONLY)

DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement PART 1 ONLY

210603 Vendor Agreement PART 1 O

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

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form PART 1 ONLY

210603 Agreement Signature Form PART 1 O

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 complete 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 been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Pricing Form 1 PART 1 ONLY

No r

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.

Vendor Agreement PART 2 ONLY

210603 Vendor Agreement JOC_PART 2 O

If proposing on Part 2, 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 PART 2 ONLY

TIPS Vendor Agreement Signature F

If proposing on Part 2, 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.

Pricing Form 2 PART 1 ONLY

210603 Pricing Form 2 PART 1 ONLY

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.

Warranty

Castro Roofing Warranty Certificate

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

OPTIONAL - PART 2 - JOC Pricing of Itemized List of RS Means Non-Prepriced Items

210603 PART 2 JOC Pricing of Itemized List of Non-Prepriced Items

The Vendor may download the optional Pricing of Itemized List of RS Means Non-Prepriced Items form from the attachment tab, fill in the requested information, and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

OPTIONAL PRICING EXHIBIT XACTIMATE UNIT PRICE BOOK PART 2 ONLY

OPTIONAL PRICING EXHIBIT XACTIMATE UNIT PRICE BOOK PART 2 ONLY

PROPOSERS MAY SUBMIT ATTACHMENT ENTITLED "Optional Pricing Exhibit Xactimate Unit Price Book" AS AN ADDITIONAL PRICING METHOD TO THE REQUIRED RS MEANS METHOD. You may not offer Xactimate Pricing in lieu of RS Means and doing so will disqualify you. If you submit Xactimate as an additional option for pricing, it will be averaged with the score assigned for RS Means to arrive at your final pricing score during evaluation of your proposal.

Reference Form (PARTS 1 & 2)

Reference Form (PARTS 1 & 2)

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

D/M/WBE Certification OPTIONAL

All MBE Certificate

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 you has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

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

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this project. 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.

All Other Certificates

210603 Agreement Signature Form PART 1 ONLY (OPTIONAL)

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

001_castro-roofing_logo_horizontal

Conflict of Interest Form

DISCLOSURE OF CONFLICT OF INTEREST FORM - FILE ONLY IF THERE IS A CONFLICT TO REPORT

CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

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 attachment documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

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

CERTIFICATION OF CORPORATE OFFERER FOR

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

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

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

Confidentiality Form 210603 CONFIDENTIALITY CLAIM FORM

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 2021-01

REQUIRED IF YOU ARE PROPOSING ON PART 2 -Attach the Bonding Capacity Letter from Surety/Insurance Company 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.

Current W-9 Tax Form W-9 2021

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

Response Attachments

Castro's Qualification Statement.pdf

Qualification Statement

Quality Control Program.pdf

Quality Control

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

Safety-A-Core Value

Dallas Performance Hall - CS.pdf

National Award Winner

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

National Award Winner

CR2015- SMU Owen Arts Center.pdf

National Award Winner

Dallas City Hall - CS.pdf

Case Study

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

Magazine article

All MBE Certificates (2).pdf

MBE Certificates

GHA- Comanche Peak Nuclear Plant.pdf

National Award Winner

Castro-Awards.pdf

Castro Awards

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

Roof Maintenance Program

Texas Hall of State.pdf

National Award Winner

Cedar-Hill_Gold-Circle_2010-.pdf

National Award Winner

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

National Award Winner

Texas Hall of State.pdf

National Award Winner

2017-front-cover-professional-roofing.pdf

Magazine article

Bid Attributes

1	<p>Yes - No</p> <p>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.</p> <p><input type="text" value="Yes"/></p>
2	<p>Yes - No</p> <p>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/ohq</p> <p>Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.</p> <p><input type="text" value="Yes"/></p>
3	<p>Yes - No</p> <p>The Vendor can provide services and/or products to all 50 US States?</p> <p><input type="text" value="Yes"/></p>
4	<p>States Served:</p> <p>If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)</p> <p><input type="text" value="No response"/></p>

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 costs 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 a 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's mission is to empower building owners and managers to control 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 with for 5, 10, 20 years, re-roof, long-life roof restoration systems, storm damage assessment and reconstruction, metal roofs, roof maintenance, lifecycle roof budgets and roof asset management online 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 with 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

Chad Westbrook

7 Primary Contact Title

Primary Contact Title

Chad Westbrook

8 Primary Contact Email

Primary Contact Email

Chad@CastroRoofing.com

9 Primary Contact Phone

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

2143818108

10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2143818109"/>
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11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2147011492"/>
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12	Secondary Contact Name Secondary Contact Name <input type="text" value="Lynda Amesquita"/>
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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"/>
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16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2143818109"/>
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17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2146037221"/>
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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 Valdes"/>
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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="Chad Westbrook"/>
-----------	---

22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="Chad@CastroRoofing.com"/>
-----------	--

23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2147011492"/>
-----------	---

24	Company Website Company Website (Format - www.company.com) <input type="text" value="www.CastroRoofing.com"/>
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25	Entity D/B/A's and Assumed Names Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the name under which you responded to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="Historically Underutilized Business (HUB), North Central Regional Certification Agency (NCTRCA), Dallas/Fort Worth Minority Supplier (D/FWMSDC) and National Minority Supplier Development Council (NMSDC)"/>
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26	Primary Address Primary Address <input type="text" value="4854 Olson Dr"/>
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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"/>
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29	Primary Address Zip Primary Address Zip <input type="text" value="75227-2103"/>
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3
0 **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 NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

Roofing, commercial roofing, sheet metal, metal roofing, roof, roof leaks, storm damage, roof maintenance, leaks, emergency repairs, roof problems, roof inspection, insurance, shingle roof, TPO, single ply, modified bituminous, green roof, BUR, standing seam metal roof, PVC roof, Duro-Last, roof consultant, solar, roof warranty.

3
1 **Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent 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 purchases. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Yes

3
2 **Yes - No**

Certification of Residency - 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?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. Does not affect scoring with TIPS.

Yes

3
3 **Company Residence (City)**

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

Dallas

3
4 **Company Residence (State)**

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

Texas

35 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES (THIS ATTRIBUTE QUESTION

Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE (GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new go services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list price after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity of sale.

Must answer with a number between 0% and 100%.

36 Yes - No

If awarded on Part 1 of the TIPS Contract, for the duration of the Contract, Vendor agrees to provide catalog pricing, defined in the solicitation and below, to TIPS upon request for any goods and services offered on PART 1 of the Vendor TIPS Contract, if any.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of when during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

37 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 or the vendor's named reseller and 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.

38 REQUIRED FOR PART 2 JOC - PRICING OF Regular Hours Coefficient

What is your regular hours coefficient for the RS Means Price Book? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

Remember that this is a ceiling price proposed. You can discount lower than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider answer carefully. An explanation of the TIPS scoring of pricing is included in the attachments for your information.

The below is an Example of how pricing model works (not intended to influence your proposed coefficient, you should propose a coefficient that you determine is right for your business):

To propose the exact pricing as the RS Means Unit Price Book, you would insert a 1.0 and to propose a 5% discount the RS Means Price Book would be a .95 regular hours coefficient and so on.

39 REQUIRED FOR PART 2 JOC - PRICING OF After Hours Coefficient

What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

Remember that this is a ceiling price proposed. You can discount to any TIPS Member customer a lower coefficient than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing titled "Pricing Coefficient Instruction" is included in the attachments for your information.

The below is an EXAMPLE of how the pricing model works (It is not intended to influence your proposed coefficient, you should propose a coefficient that you determine is reasonable for your business for the life of the contract):
The most common after hours coefficient is time and a half of the RS Means Unit Price Book prices. To illustrate this coefficient, if your regular hours coefficient is .95, your after hours coefficient would be 1.45.

40 REQUIRED FOR 2 PART JOC - PRICING for Markup of Non-Prepriced Items in RS Means Unit Price Book

What is your proposed Markup Percentage on materials not found in the RS Means Price Book? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

If any materials being utilized for a project cannot be found in the RS Means Price Book, this question is what is the markup percentage on those materials?

When answering this question please insert the number that represents your percentage of proposed markup.
Example: if you are proposing a 30 percent markup, please insert the number "30".

Remember that this is a ceiling markup. You may markup a lesser percentage to the TIPS Member customer when pricing the project, but not a greater percentage.

EXAMPLE: You need special materials that are not in the RS Means Unit Price Book for a project. You would buy the materials and mark them up to the TIPS Member customer by the percentage you propose in this question. If the material cost you, the contractor, \$100 and you proposed a markup on this question for the material of 30 percent, then you would charge the TIPS Member customer \$130 for the materials.

41 Yes - No

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, guarantee the fee remittance for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to comply shall render your response void and it will not be considered.

42 Yes - No

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

43 Years experience in this category of goods or services.

Company years experience in this category of goods or services?

4 4	Resellers: Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, as the awarded vendor under TIPS. EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would name BIGmart as a reseller. (If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award). <input type="text" value="No"/>
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4 5	Right of Refusal Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member vendor's discretion? <input type="text" value="No"/>
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4 6	NON-COLLUSIVE BIDDING CERTIFICATE By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
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4 7	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. The Form CIQ is one of the attachments to this solicitation. There is an optional upload for this form provided if you have a conflict and must file the form <input type="text" value="No"/>
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4 8	Filing of Form CIQ If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above? <input type="text" value="No"/>
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49	Regulatory Standing I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Feder state that regulate any part of our business operations. If not, please explain in the next attribute question. <input type="text" value="Yes"/>
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50	Regulatory Standing Regulatory Standing explanation of no answer on previous question. <input type="text" value="No response"/>
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51	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 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 thi to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the sar of business as the Company.
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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 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 the 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 has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have 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 the participant 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 comply with 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 debarment.

53 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.

54 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA), its rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 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 providing the information requested in the form. To request a copy of the complaint form, call (866) 648-9992. 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; 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 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.

Yes, I certify (Yes)

5 5 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

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 6 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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 contracts violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

5 7 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 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 Members 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 Members.

Does vendor agree?

5
8 **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 \$250,000 must contain a provision that requires the non-Federal award recipient 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
9 **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 provide 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 a Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from the 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?

6
0 **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 \$250,000)

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 \$250,000, 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?

6 **2 CFR PART 200 Procurement of Recovered Materials**

1

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 quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in 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?

6 **2 CFR PART 200 Rights to Inventions**

2

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of performance assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Non-Federal Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements referenced in the Federal rule above.

Does vendor agree?

6 **2 CFR PART 200 Domestic Preferences for Procurements**

3

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for such products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and components of materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

6 4 2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunic equipment or services as a substantial or essential component of any system, or as critical technology as part system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifi Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as any system.

Does vendor agree?

6 5 2 CFR PART 200 Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted consti contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4 accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 196 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Empl Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs Employment Opportunity, Department of Labor.”

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally a construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree?

6 6 2 CFR PART 200 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

[Applicable ONLY to contracts in excess of \$100,000 involving mechanics or laborers.] Contract Work Hours and Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in ex \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of t each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standar week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensat 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 worl The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic n required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open ma contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on qualifying cor Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Standards Act during the term of an award for all contracts by the District resulting from this procurement process.

Does vendor agree?

67 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 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 contracts or subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

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

69 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.

70 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, 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

71 If proposing on PART 2, Davis-Bacon Act compliance.

IF proposing on PART 2, Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3144). 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 3146-3147) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination issued 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 the 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. Contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings and 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 PART 2 OF THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE and if proposing on PART 2 of this solicitation.

**7
2** **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 a 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. 3703 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase 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 PART 2 of this solicitation and IF the customer is utilizing federal funds as described above, Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

**7
3** **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 statute 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."

Do you agree to these terms?
 Yes, I Agree (Yes)

**7
4** **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 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 submitted 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?

**7
5** **Remedies Explanation of No Answer**

7 6	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 of Texas. Do you agree to these terms? <input type="text" value="Agreed"/>
----------------	--

7 7	Venue, Jurisdiction and Service of Process Any proceeding, involving Region 8 ESC or TIPS, 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 and 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 their 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 County Texas. Do you agree to these terms? <input type="text" value="Agreed"/>
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7 8	Alternative Dispute Resolution Explanation of No Answer <input type="text" value="No response"/>
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7 9	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? <input type="text" value="Yes, I Agree"/>
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8 0	Infringement(s) Explanation of No Answer <input type="text" value="No response"/>
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8 1	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, demand 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? <input type="text" value="Yes, I Agree"/>
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8 2	Acts or Omissions Explanation of No Answer <input type="text" value="No response"/>
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8
3 **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 Lo Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly by other applicable laws in clear and unambiguous language.

Yes, I Agree (Yes)

8
4 **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 state or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor or TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting 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, I Agree (Yes)

8
5 **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, C 22, Section 22.0834 & 22.08341. 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 how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department 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

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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 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 law 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.

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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 or 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 GOVERNMENT MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

88 Texas Government Code 2270 & 2270 Verification Form

Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action taken for ordinary business purposes.

Our entity further certifies that it is not listed on and we do not do business with companies prohibited by Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorist Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terror>. I swear and affirm that the above is true and correct.

YES

89 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: 300 x 225 px - .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 publication)

90 Solicitation Deviation/Compliance

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

Yes

91 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.

No response

9 2	Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? <input type="text" value="Yes"/>
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9 3	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 by the proposer. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement. <input type="text" value="No response"/>
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9 4	Long Term Cost Evaluation Criterion on PART 1 EVALUATION ONLY READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation". Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not to increase your catalog prices (as defined herein) more than X% annually over the previous year for the life of the contract, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points. <input type="text" value="price increases will be < 5% annually per question"/>
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9 5	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. <input type="text" value="B. Firm not owned nor operated by felon; per above"/>
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9 6	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). <input type="text" value="No response"/>
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97 Required Confidentiality Claim Form
Required Confidentiality Claim Form
This completed 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 upload 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". **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED 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 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 an award, until TIPS has an accurate, completed form from you.
Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

98 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 clause 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.

99 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 dispute resolution 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.

100 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.

101 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.

102 Upload of Current W-9 Required
Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

REFERENCES

ALL INFORMATION MUST BE TYPED AND FORM MUST BE UPLOADED IN EXCEL FORMAT. DO NOT HANDWRITE.

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.

References are Required for PART 1 & Part 2. Please verify your references are current and valid, as they are a SIGNIFICANT required evaluation component of the PART 2 evaluation process, and the evaluation cannot be completed without

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Texas A&M	Terry Goen	Terry.Goen@sscscserv.com	(903) 468-8759
Ft. Worth ISD	Gil Griffin	Gilbert.griffin@fwisd.org	(817)871-3361
Keller ISD	Jerry Leafgreen	jerry.leakfgreen@kellerisd.net	(817)4717050
City of Dallas	Gus Aswad	ghassan.aswad@dallascityhall.com	(214)205-1682
Dallas ISD	Dewayne Cox	shancox@dallasisd.org	(214)854-1548
Texas Woman's University	Don Strickland	DStrickland@twu.edu	(940) 898-3156

Required Confidential Information Status Form

Castro Roofing of Texas

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

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.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.

OPTION 1:

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.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.

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 _____

OR

OPTION 2:

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  Date: 2021.07.13 16:09:04 -05'00' Date **7-13-2021**

August 9th, 2021



CONTRACT BONDING AGENCY

Partners in Construction. Bonded by Trust.

Re: Castro Roofing of Texas, LLC - Dallas, TX

To Whom It May Concern:

Castro Roofing of Texas, LLC has been a valued client of this agency and SureTec Insurance Company since 2002. SureTec Insurance Company is a treasury-listed surety with an A.M. Best Rating of A (Excellent). Castro Roofing of Texas, LLC is and has always been in good standing with their surety.

In the past, we have considered bonds for Castro Roofing around \$15,000,000 for single projects with \$30,000,000 aggregate. Of this, approximately \$17,500,000 is available. We would be pleased to entertain any reasonable request from Castro Roofing should the need for bonds arise on your projects.

Any bond request must be made by Castro Roofing, and be accompanied by underwriting information as required by the Surety. Each request is evaluated by the Surety based upon conditions and information available at the time of the request, including but not limited to a contract and bond forms acceptable to our client and their Surety, as well as satisfactory evidence of financing for private projects. Any arrangement for bonding is a matter between our client and their Surety, and PCL assumes no liability to you or third parties for any reason we do not execute bonds.

We have worked with Castro Roofing for many years and consider them to be the premier roofing contractor in Texas. Rudy Rodriguez and his staff are capable, honest and professional, and we are certain that you will have a very enjoyable experience working with them.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eric Lesch', written in a cursive style.

Eric Lesch, President

To verify this letter you may email bondrequest@pclbonds.com

Specializing in construction bonding since 1985.

www.pclbonds.com

1452 Hughes Rd ■ Suite 229 ■ Grapevine, TX ■ 76051 ■ 972.459.4749 ■ bondrequest@pclbonds.com

MINORITY BUSINESS ENTERPRISE

(MBE)

CERTIFIED

WHY WORK WITH AN MBE?

Increase profitability and promote fresh ideas by working with a certified MBE

Take advantage of a myriad of financial incentives and protect your business from costly non-compliance penalties by working with a minority-owned business that brings a new perspective to your enterprise.

Finding the right certified MBE to fulfill your diversity spend can pose a challenge. Many minority-owned businesses lack the size, experience, capability or reach to support your objectives. As one of the largest minority-owned roofing companies in the United States, we have over 30 years of experience providing expert solutions for your nightmare roof leak, extending roof life, determining real storm damage to your facilities, designing and installing new roof system. Providing up-to-date data empowering you to make intelligent roofing decisions and ultimately reduce your stress and increase your joy. We call it Total Roof Health Solutions.

We have the capacity to operate as a prime contractor or subcontractor under a prime who wants to increase diversity spending without compromising professionalism or experience. Our client list includes Fortune 500 companies, utilities, government contractors and insurance companies who require cost-competitive, high-value services from a financially stable, certified MBE that has the capacity to handle large accounts.



REASONS TO INCREASE YOUR DIVERSITY SPEND



BUSINESS INCENTIVES

Partnering with an MBE increases the opportunity to expand your business and open your client base to a larger demographic.



SUPPORT A THRIVING ECONOMY

Support the success of an array of businesses by encouraging growth and competition from emerging organizations throughout multiple industries.



PROMOTE INNOVATION

Top ideas come from fresh thinking—grant more significant opportunity to businesses with new perspectives.

Benefits of Working with a Minority Business Enterprise

Besides the economic benefits, there are several intangible benefits to working with an MBE. An MBE can offer more adaptability, flexibility and balance in comparison to non-MBE suppliers. MBE suppliers can offer cost saving strategies due to diversity spend requirements and taking advantage of numerous federal and state tax incentives, tax breaks and potential rebates. Partnering with an MBE can also strengthen your brand recognition, community outreach, company culture and marketing efforts.

Large and small corporations are seeking minority owned businesses due to policies that require the company to meet their supplier diversity goals. The benefits are only growing over time and meeting your diversity spend as a corporation cannot only help your business but allow you to expand into the government's state and or federal realm as well. By meeting compliance requirements and utilizing a MBE, companies can expand their revenue by acquiring larger purchase opportunities that mandate a specific amount of spend through an MBE. The domestic growth opportunities indeed increase as well due to the strength of each supplier.

CASTRO ROOFING
MBE CERTIFICATIONS



Statewide HUB

Historically Underutilized Business
Certificate/VID Number: 1752365883300
Expiration Date: 04-17-2023



NCTRCA

North Central Regional Certification Agency
Certificate/VID Number: HMMB60382N0621
Expiration Date: 06-30-2021



D/FWMSDC

Dallas/Fort Worth Minority Supplier
Development Council
Certificate/VID Number: DL02432
Expiration Date: 09-30-2021



NMSDC

National Minority Supplier Development Council
Certificate/VID Number: DL02432
Expiration Date: 09-30-2021





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 addition 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.

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 #: 09/30/2021 / DL02432

A handwritten signature in black ink, reading "Margo J. Posey".

Margo J. Posey, President

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)

09/10/2020

Issued Date

DL02432

Certificate Number

09/30/2021

Expiration Date

Adrienne C. Trimble
Adrienne Trimble

Margo J. Posey

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.®

What is an MBE Certified Company?

MBE is a company level ownership/diversity certification. MBE certifications are usually issued by the federal, state or local government. Eligibility for certification as a Minority Business Enterprise varies depending on the issuer but generally requires that a company be owned and operated by a member of a minority group such as African American, Native American, Asian or Hispanic American. MBE certification is non-industry specific.

Texas Small Business Association Programs

The Texas Small Business Association offers certifications to women, veterans, minority-owned businesses, and small businesses. These SBA-approved certifications can help businesses find greater opportunities for government and public contracting through the state.

- MBE (Minority Business Enterprise)
- WBE (Woman Business Enterprise)
- SBE (Small Business Enterprise)
- VBE (Veteran Business Enterprise)

Why Businesses Work with M/WBEs?

The first reason has to do with the bottom line - **you can gain substantial tax savings**. On the federal level, companies can get tax breaks for using minority and women-owned businesses in procuring materials and supplies. There's also a federal tax incentive that reduces tax liabilities for companies using minorities that supply labor or services to a project funded with federal or state grants or loans. On the state level, some states also offer additional tax breaks of their own. Another reason is more philosophical. Companies may simply want to pursue diversity among their supplier and customer network. Depending on a business's objectives, seeking out M/WBEs to partner with can help reinforce their mission and values.

Policy

State



Benefits of Working with a Minority Business Enterprise

Apart from advancing your client base into the government sector, due to the many stringent requirements that are put in place to become a certified MBE, you can rest assured that the company you are working with has extensive value and experience.

The value an MBE can give is crucial for a company's culture as well. Diversity is high in value; partnering with an MBE, shows that your business supports the broadening of minority communities. MBE's are well-connected in local businesses and can bring more opportunities through various networking events. Certified MBE's receive access to training programs that can enhance an employee's skills and workshops and mentorship programs that provide strategies for selling to large corporations.



CASTRO ROOFING
EMPOWERING BUILDING OWNERS

Regarding: 1-Year Labor Warranty

This warranty is your assurance that Castro Roofing installed the materials in compliance with the specifications and recommendations of _____. Castro Roofing warrants that the products installed on _____ are free from defects in installation and workmanship under conditions of ordinary wear for a period of ____ year(s) subject to the following terms and conditions.

If the installation or workmanship proves to be defective during the ____ year of the warranty, Castro Roofing will, upon notification and validation of the complaint, make all necessary repairs including all necessary labor and materials required to remedy the problem at no cost to the owner.

This warranty does not cover damage of any kind resulting from earthquake, fire, hailstorm, hurricane, tornado, vandalism, or other acts of God, misuse, abuse, or alterations of any kind done by persons other than Castro Roofing. The settling of your structure and or repair to the foundation may cause problems to your roof.

Any claim must be presented to Castro Roofing within the warranty period and within a reasonable period of time after defects in installation or workmanship have occurred.

Castro Roofing makes no express warranties, except such as are set forth herein and shall not be liable for incidental, special or consequential damages with the respect to the installation of the products covered by this warranty.

This warranty is non-transferable to subsequent property owner(s).

This warranty covers defects in installation and workmanship only and does not cover defects in material. The material is covered under the warranty of the manufacturer if applicable.

As able, Castro Roofing will replace material of the same color and design and manufacturer. However, since color variations exist between materials manufactured at different times and since manufacturers discontinue or modify their material, Castro Roofing reserves the right to replace material of similar color and/or design.

Owner:

Address:

Completion date:

Authorized by: _____ *Date:* _____

Title: _____



delivering peace of mind

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Dallas City Hall



"I want you to keep me and you out of the news." Ron Kirk, Dallas Mayor

Highest profile building in Dallas, Texas

Opened in 1978, the present Dallas City Hall is situated on an 11.8-acre site near downtown Dallas. The overall square footage is approximately one million, including over 374,000 square feet of usable office space. It had few floor-to-ceiling walls at its opening, using five, six, and seven-foot high partitions instead to create separate offices. The absence of walls allowed employees and visitors to have window views from all areas.

We installed a new coal-tar gravel built-up roof system including a newly designed tapered insulation system, custom stainless steel sheet metal flashing, installed fully adhered PVC single-ply roof system, modification to existing foam roof areas at clear story areas to terminate new PVC single-ply roof system, repaired existing foam roofs and applied a new urethane coating system. Installed protective walkway pads with a second layer of concrete pavers and new roof drains, drain lines and overflows. Install new backer rod and sealants with fall protection railing at skylights. The entire exterior of the building was cleaned and waterproof to improve the appearance and waterproofing.

Raving Fans

"I want to take this opportunity to acknowledge and commend you and your staff for your dedication to customer satisfaction, quality workmanship and your commitment to service on City of Dallas' roofing projects.

Your most recently completed re-roof project was on our Dallas City Hall. The job was quite complex and challenging, but through all the complexities it was completed with very few problems. Throughout the past fifteen years Castro Roofing of Texas, Inc., has completed numerous projects for the City of Dallas and because of that track record, you have developed a very good contractor/customer client relationship. We look forward to continued success on City of Dallas projects in the future. Keep up the good work!

David Walker, City of Dallas Department of Equipment and Building Services



Our promise to you

We Promise to permanently stop your nightmare roof leaks, extend the life of your existing roofs, determine real storm damage to your facilities, empower you to make smart roofing decisions, and ultimately to reduce your stress and increase your happiness. We call it **Total Roof Health Solutions**.

Client:

City of Dallas

Challenge:

The existing coal tar roof had asbestos-containing materials (ACM) requiring more stringent requirements than NESHAP regulations. The building's exterior needed to be clean and waterproof while maintaining the City of Dallas water draining requirements. The BUR and Foam roof with multiple levels and sheet metal were all specified to be removed and replaced during the cloak of darkness.

The work had to be done at night due to the high profile of the building and citizen use. Interior access was not permitted, and access to the roof had to be done through the building's exterior.

If all this was not enough, we met Mayor Ron Kirk in the elevator, and he was very concerned with the reputation of the City of Dallas and didn't want the news reporting on problems related to the roofing project.

Solution:

The asbestos was subcontracted and all work was scheduled to be done at night with special lights to maintain safety and quality. The cranes and equipment were moved from the site each morning to avoid normal building operations.

Results:

The Fire Chief, two floors of attorneys and the city mayor, did not have a single complaint and the news media didn't report a single negative on a project that took five months to complete.

Award Winner

ABC Outstanding Contract and Project NTRCA Gold Hammer

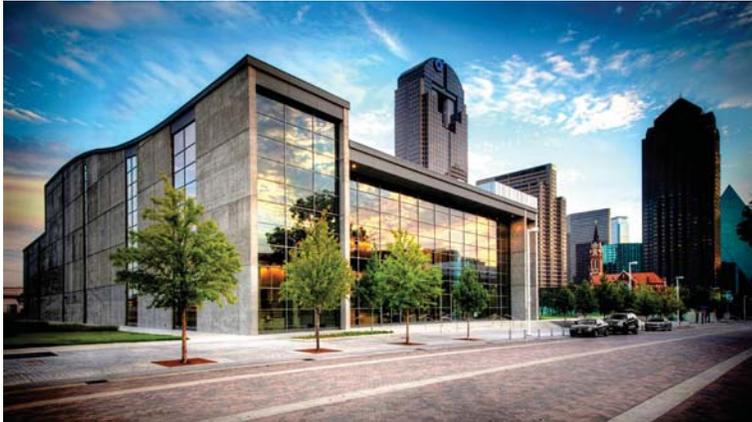
Contract: \$997,127

Sq. Ft. 100,000

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Dallas Performance Hall



Longest Kalzip Metal Panel in North America!

The length of the panels presented logistical and hoisting challenges with the longest panel being 306 feet.

City Performance Hall opened its doors September 2012 to serve as a multi-disciplinary gateway to the Arts District, presenting a broad range of cultural performances and events by a growing group of small and midsize cultural organizations representing all artistic disciplines and the diverse heritages of the Dallas community. This lyrical and elegant addition to the Dallas Arts District promises to be a unique and delightful "village for the arts" for Dallas audiences. The newly completed includes a state-of-the-art, 750-seat, multi-purpose theater specifically designed to accommodate a wide variety of performance needs. Dallas City Performance Hall is the place to discover our next generation of great arts organizations and be captivated by the energetic and multifaceted creative spirit of Dallas artists!

The standing metal roof assembly consisted of ten different layers of materials for acoustical control. From infilling the metal deck with "rockwool" that was cut from stock material to fit precisely between the deck-flutes, all the way to the self-adhering acoustical anti-drumming membrane, which was hand-applied to the underside of the panels, the roof assembly was a very complicated procedure. A detailed sample of the roof assembly, from the metal deck up, was sent to a laboratory for acoustical testing and final approval. The aesthetic considerations were of the utmost importance due to the building's unique position in the downtown Dallas area.

Raving Fans

"The Dallas City Performance Hall is a very unique building which will provide the City of Dallas a beautiful venue to explore the Arts. One of the unique characteristics of this building was its roofing component. Due to the nature of the building, acoustics were a major challenge in the design of the roof. The roof consisted of many layers of acoustic material capped off with Kalzip panels that exceeded single lengths at a minimum of 125 feet and some up to 320 feet. Castro's field operations exceeded the owners and McCarthy's expectations. After various coordination meetings, the field supervision from Castro implemented this difficult roof with high quality performance and attention to detail."

Wesley J. Moncrief, Project Manager, McCarthy Building Companies



Our promise to you

We Promise to permanently stop your nightmare roof leaks, extend the life of your existing roofs, determine real storm damage to your facilities, empower you to make smart roofing decisions, and ultimately to reduce your stress and increase your happiness. We call it **Total Roof Health Solutions**.

Client:

McCarthy Building

Challenge:

The roofing project had many unique characteristics associated with ethical looks and sound control. The acoustical requirements were very stringent, and the installation of these items had to be extremely precise.

Solution:

The Longest Kalzip® Panels in North America. Because of this, the length of the panels presented logistical and hoisting challenges. Some of the lengths were 75 feet, 90 feet, and 146 feet, but the longest and hardest to handle were the 306-foot panels. For the first three lengths, a custom-built hoist was used to raise the panels to the roof surface without any damage to the light-gauge metal. However, the longest panels had to be manually lifted by twenty men on the roof and twenty men on the ground. Also, the metal panel field fabrication required a significant amount of space. For the longest panels, which measured 306 feet, an adjacent busy road had to be shut down to allow for the necessary space for the panels' fabrication. After that, the twenty-member team on the ground was evenly positioned to move the panels next to the building safely and placed the panel on the roof hoist. Finally, many roof assembly components came from Europe, thereby necessitating careful ordering and tracking of these components.

Results:

Beautiful continues metal panels without seams.

Award Winner

NRCA Gold Circle Award & Safety Innovation and NTRCA Gold Hammer

Contract: \$1,327,050

Sq. Ft. 360,000

delivering peace of mind

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QUALITY CONTROL PLAN

**“We consistently deliver superior craftsmanship”
Quality: A Core Value**



Effective January 1, 2019
Review on annual cycle from effective date



CASTRO ROOFING
EMPOWERING BUILDING OWNERS



QUALITY CONTROL PHILOSOPHY

The following items comprise our Construction Quality Control Plan (CQC) as instituted by our company.

1. All work will be performed in accordance with contract requirements. Castro Roofing will maintain an inspection system that assures compliance with all contract requirements. Any indication of system deficiencies, whether discovered as a result of the Owner's or Castro Roofing's checks and tests, will result in modifications to the system to correct the cited deficiencies.
2. This CQC Plan will not repeat or summarize contract requirements. Instead, it will describe the process by which Castro Roofing will assure compliance with those requirements. The CQC Plan documents the broad categories of contract work normally found in a construction project. Necessary details dealing with minor items that may be overlooked in this plan will be addressed formally or informally between Castro Roofing's primary and alternate quality personnel and the Owner's quality or project manager(s). Documentation of all meetings, clarifications, issues and discrepancies will be accomplished as required by the contract or requested by the Owner. It is understood that the level of QC accountability and control exercised by Castro Roofing on these broad items of contract scope will be consistent with the content of this CQC Plan.
3. Our assigned project General Superintendent will have overall responsibility for the successful completion of the project work. We will assign a General Superintendent with similar experience and responsibilities on projects of similar size and/or scope.
4. The assigned project foreman will serve as the alternate CQC representative for Castro Roofing when the project General Superintendent is not available. The Foreman will report directly to the project General Superintendent. The project General Superintendent reports directly to Castro Roofing's Chief Operating Officer in his quality control role. The assigned Foreman will have at least three (3) years of experience in that position and will periodically receive company CQC Plan refresher training. The Foreman will be responsible for overseeing the day-to-day construction operations from a QC standpoint. The Foreman will assure that all required tests and documentation are completed and that the results are furnished to the Owner or his representative in the timeframe required. The General Superintendent and Foreman are both empowered to suspend any operations they deem to be in noncompliance with the contract and take or order whatever corrective action measures are required to assure compliance. The assignee Foreman will complete the Contractor's Inspector Roofing Checklist and Test Report daily (Daily Report) and make the appropriate distribution.
5. If the number of operations or their dispersion around the project begins to overwhelm the assigned QC staff, Castro Roofing will assign other supervisory personnel with the specific responsibility for given operations. If this occurs, notification to the Owner or representative will be made in advance so all coordination activities can occur. Notification will consist of the names, experience and qualifications of that additional personnel assuming CQC Plan responsibilities. Castro Roofing has an experienced and highly professional staff that is used to the responsibility entailed by the quality control requirements. Therefore, we do not anticipate any personnel or training problems in complying with them. If any such problems occur, Castro Roofing will take necessary actions through a Corrective Action Proposal (CAP) process to correct them. This may include retraining, providing more supervision and, certainly, the removal of poorly performing personnel.



CQC PLAN ELEMENTS

ORGANIZATION STRUCTURE

Castro Roofing uses a combined staff approach to the implementation of our quality control system. Quality, just like marketing, client relations, etc., is everyone's job and part of all job descriptions. It is not something added on; it's built-in. Therefore, we refrain from pitting one function of the company against another because we are all on the same team with the same company culture. Due to the importance, we place on quality performance, one being the high return on investment for both the client and us, the quality "chain of command" goes right to the top of our operations arm, our COO. Any quality issue that occurs on a job gets briefed to him as soon as possible. The standard operating procedure is to allow the incumbent QC staff to work their issues, but when resolution is not occurring soon enough or to the client's satisfaction, our senior management will immediately step in to apply quality management tools to affect permanent fixes by addressing quality causal factors rather than working on symptoms. Our quality control system is staffed according to the attached organization chart. Quality Control System responsibilities are indicated in "grey."

TESTING

If required by the contract, testing will be conducted, and samples may be furnished to the Owner per contract requirements. Test samples will be furnished to the Owner via the submittal process.

INTERNAL QUALITY PROCEDURES

MEETINGS:

Meetings to discuss quality issues will be held as required and may be called by either Castro Roofing or the Owner. However, certain specified meetings will be held if they are contract requirements. Before the start of construction, a "coordination meeting" will be held to discuss and determine the suitability of Castro Roofing's Construction Quality Control System and its implementing plan. Changes directed by the Owner or determined by Castro Roofing to be necessary will be furnished to the Owner by the submittal process. During the coordination meeting, Castro Roofing and the Owner will determine what efforts within the scope of work can be grouped to become a definable feature of work. Once these features of work are defined, then schedules for meetings at the beginning of each preparatory, initial and follow-up phase can be determined so proper notifications can be delivered.

Preparatory Meeting: These meetings are held prior to a working feature or segment beginning and are conducted to assure there is a mutual understanding of each applicable paragraph of the specification, required drawings are available, reference codes and standards have been reviewed, proper materials are on hand in the correct quantities, equipment is in safe working order, required submittals have been forwarded, and pending inspections and testing during the initial and follow-up phases are understood. All pertinent Requests for Information (RFIs) will also be discussed. A review of safety requirements for the particular segment of work will be reviewed, and any onsite training required will be conducted. Finally, all previously resolved quality control issues will be reviewed in order to keep definitive corrective actions at the forefront of each person's mind. Castro Roofing will notify the Owner Representative **24 hours in advance** of the first and each succeeding Preparatory Meeting time. These meetings will be documented using a Preparatory Phase Checklist for that work segment. These meeting notes will be kept in the job site CQC notebook. One copy will also be sent to Castro Roofing's home office for placement in the contract job file. A second copy will be sent to the Owner attached to the daily CQC Report.

Initial Phase Meeting: This meeting will be accomplished at the beginning of a definable feature or segment of work. This meeting will take place **before more than 10% of that definable feature has been completed.** Castro Roofing and the client will conduct this "inspection" to



sample and review the process for that particular work segment to assure it is in full compliance with contract requirements, that adequate controls are in place for testing and further inspections, and to monitor the level of workmanship to assure it meets minimum work standards. If there are differences in opinion, they will be resolved prior to the resumption of work activity on that work feature. An ongoing review of safety practices will also be accomplished during this time. These meetings will be documented using an Initial Phase Checklist for that work segment. These meeting notes will be kept in the job site CQC notebook. One copy will also be sent to Castro Roofing's home office for placement in the contract job file. A second copy will be sent to the Owner attached to the daily CQC Report as an FIO submittal.

Follow-up Meeting: These continuations of the Initial Phase Meeting are conducted daily throughout the life of a work feature or segment to assure continued levels of workmanship and quality and accomplishment of required testing. The approved representative sample in the Initial Phase Meeting becomes the basis for all follow-up efforts during a particular work segment. All inspections and reviews during the work segment will be evaluated against the representative sample. Deficiencies noted during this phase will be corrected to the client's satisfaction before work begins on the next work segment. Deficiencies will be corrected using Castro Roofing's CORRECTIVE ACTION PROPOSAL process, which is documented below. The documentation for this phase is satisfied by the submittal of the daily CQC Report as an FIO submittal.

Additional Meetings: Additional CQC meetings will be held at the discretion of the client if chronic quality problems occur. If changes in CQC onsite staff or significant workforce changes occur, or if other problems occur which affect the quality output of Castro Roofing will notify the client sufficiently in advance of those changes and request a CQC meeting.

SPECIFIC INSPECTION AND WORK PROCEDURES:

General Requirements: Insulation and roofing materials will typically be installed as a continuous assembly per section of work area—not phased. All completed sections will be waterproofed at the end of the workday. The Foreman will check the work area at the beginning of each workday to ensure no visible ice, frost or moisture is present in the expected work area. Completed portions of the roofing system will be protected from damage after installation. No material storage, walking, wheeling of equipment, or trucking directly on the insulation or roofed surfaces will be allowed. Where access is required, smooth, clean board or plank walkways, runways or platforms will be used to distribute weight on the re-roofed surface. Flame heated kettles will be placed on the ground in an area designated by the Owner representative. The CQC manager or his assistant will continually monitor the workforce for consistent, high-quality performance during a phase of demolition, installation, clean-up, mobilization and demobilization.

Material Receiving Inspection—Material, products and equipment delivered to the project site shall be subject to inspection by the CQC Manager for conformance with the contract and submittals before incorporation into the work. Items found not to conform to contractual requirements shall be identified, tagged as deficient by the CQC Manager and separated from acceptable materials and equipment. A quality Deficiency Report will be issued on these items. These items will be held until a manufacturer's representative has inspected the item in question and determined the corrective actions necessary to validate the product warranty or restore the product to like-new condition, subject to the approval of the client. Hazardous material will be handled and monitored according to its applicable Materials Safety Data Sheet (MSDS).

Material received at the worksite will be checked to see it complies with:

- **FMP7825**-material certification and label compliance
- **Mechanical Fasteners**—type, number, length as recommended by the manufacturer.



- **Wood Nailers**—treated with water-borne preservative and dimensioned according to application
- **Cants**—made from perlite or treated fiberboard and dimensioned to specification
- **Roofing Materials for membrane, bitumen or built-up**—Specification sheets from the contract will be used to verify these materials
- **Primer, Asphalts, Cements, Sealants and Adhesives**—All such materials used shall conform to ASTM standards or be an approved type recommended by the manufacturer
- **Sheet Metal**—Inspected for shipping damage and dampness and wet storage stains.
- **Sheet Metal Screws and Other Fasteners**—Hardened sheet metal screws shall be 400 Series stainless steel with exposed fasteners to toggle screws being 300 Series stainless steel. Any exposed pop rivets will be 300 Series stainless steel.

Roof Insulation—Daily checks of storage facilities will be made to ensure the insulation is dry. If insulation is wet for any reason, it will be permanently removed from the worksite. The insulation documentation will be checked after delivery of each load to make sure it conforms to contract specifications. Insulation fasteners, stress plates and wood nailers will also conform to contract specifications. The CQC manager or assistant will check these items prior to their being used to secure the insulation to the roofing deck. The CQC manager or assistant will also make an inspection of the roofing deck to determine if it is in a suitable condition to accept the insulation. If it is not, then repairs will be coordinated with the Owner or his representative. Once it is determined the roofing deck is in an acceptable state of repair, it will be prepped as outlined in the applicable part of the roofing insulation specification, and then the insulation will be laid per contract requirements. ALL INSULATION LAID IN A WORKDAY WILL BE COVERED WITH ROOFING MATERIAL THAT SAME DAY.

Roofing Membrane—At the end of the workday, the completed portions of the roof will be protected from weather and wind by sealing the terminated edge according to the applicable paragraph in the specification.

Roofing Sheet Metal—Materials shall be of thicknesses and configurations established in SMACNA-02 unless otherwise specified. Roof penetrations, copings and counter flashings shall be made from 300 Series stainless steel and dimension as required by the specification. The manufacture and installation of all expansion joints, connections, rivets, seams, cleats, flashing and counterflashing shall be accomplished in the sheet metal specification.

Installation Inspection—During and after installation, the CQC manager or his assistant will check roofing assemblies in each work area for each work segment for:

- Correct fastener use, spacing and penetration;
- Proper joint orientation and width;
- Proper installation of cutoffs and jointing of work between days;
- Continuous check on the appropriate use of correct materials;
- Adequate use of and condition of equipment before use that day;
- Proper installation of flashing, cants and curbs
- Proper installation of roof areas and walkways
- Proper placement, starter sheet widths, overlap
- Correct use of acceptable installation methods and techniques

CQC CORRECTIVE ACTION PROPOSAL (CAP)

When necessary, Castro Roofing will issue a Deficiency Notice and identify it as either product/material or workmanship/process when materials or workmanship is found to not be in conformance with the contract. A Deficiency Report may also be generated for safety or environmental infractions. The CQC Manager or his Assistant has the authority to issue a deficiency report for Castro Roofing. Blank copies



of our Deficiency report will be provided to the Owner for their use if so desired. All deficiency notices will be maintained in a job site log. This log will also be maintained electronically at the home office. Deficiency Notices generated each day will be attached to the Daily Report and distribution made accordingly. Once received, the CQC System Manager will meet with the onsite CQC Manager and/or his assistant to review the scope and significance of the deficiency and propose corrective action back to the Owner. Castro Roofing may elect to correct the deficiency at its own risk before buy-off and approval of the corrective action is received from the Owner. This action will be so indicated in the proper spot on the CAP. However, no action will be taken if Castro Roofing will cover up the defect so as to impede the ability of the Owner to verify corrective action.

CQC PLAN DOCUMENTATION AND FORMS

Castro Roofing will maintain current records of quality control operations on the project. These records will be maintained for both our subcontractors and ourselves. CQC documentation and forms shall consist of the following forms:

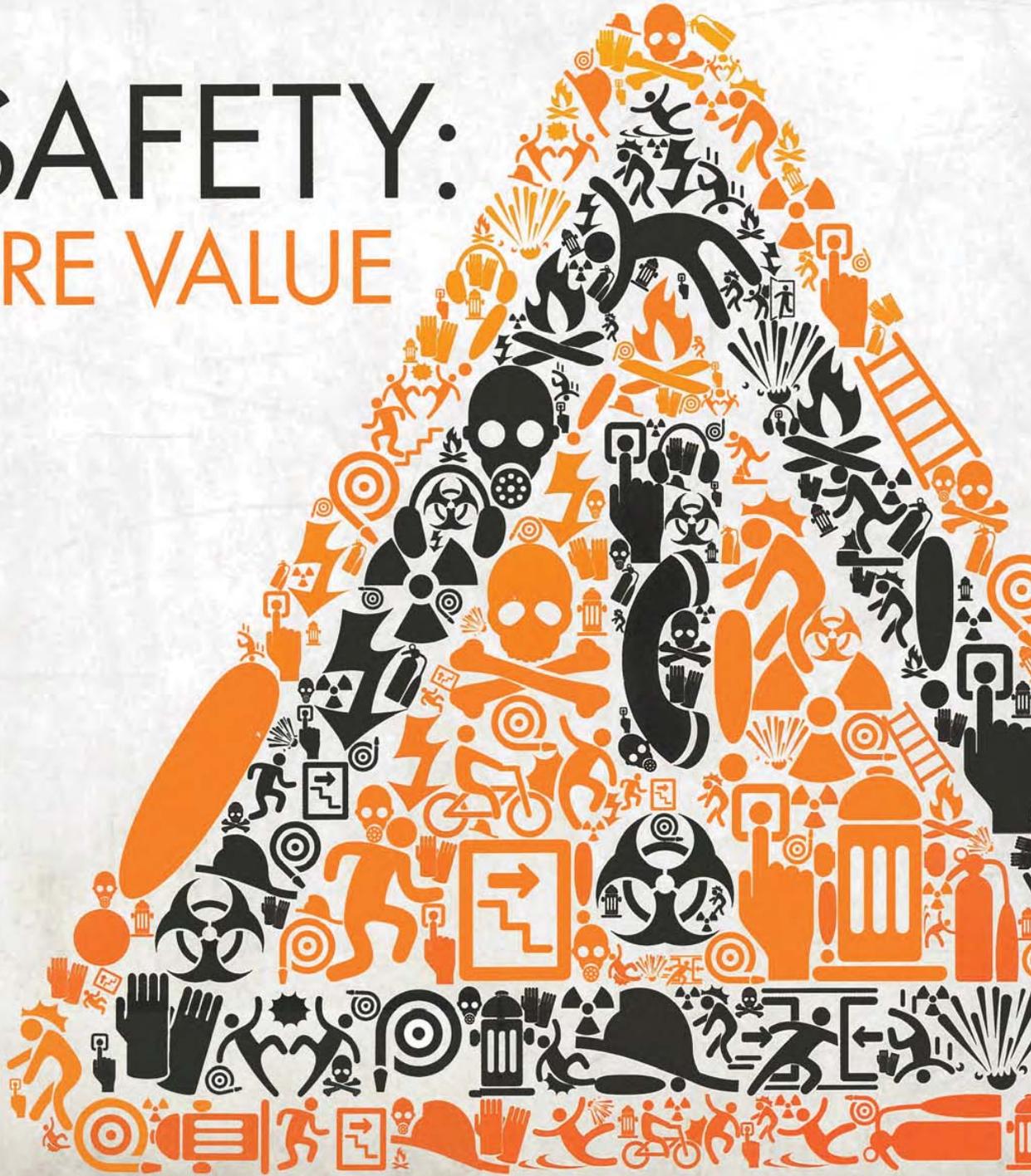
- Quality Deficiency Notice (internal and subcontractor)
- Corrective Action Proposal (internal and subcontractor)
- Deficiency Notice Log (with symbols noting Castro Roofing or subcontractor notice)
- Notification of Testing
- Testing Log
- Preparatory Inspection Checklist
- Initial Inspection Checklist
- Contractor's Daily Report Roofing Checklist and Testing



Professional Roofing

the source for the roofing industry

SAFETY: A CORE VALUE





EMRs as an indicator

Since 1990, Castro Roofing has been building a history of avoiding accidents, fatalities and potentially detrimental situations. Although no safety program can be perfect, our proactivity in our safety measures has paid off in the form of experience modification rates (EMRs) that lower our workers' compensation premiums.

For companies that generate qualifying premium levels (the levels vary state to state, typically \$5,000 to \$15,000), an EMR is a good indicator of a contractor's claim history and can significantly affect a business's annual workers' compensation premiums. These rates can be lower or higher depending on a business's claim experience in any applicable three-year period. Keeping safety as your first priority certainly can effect a lower EMR in the U.S.' fourth most hazardous profession.

The plethora of yearly falls, injuries and fatalities accounts for the roofing industry's harsh history with insurance companies. In 2008, though the industry as a whole experienced some dire numbers, Castro Roofing maintained a low EMR, sparking the idea that instituting more proactive measures could help us keep a lower EMR. We set out on the following initial three-step plan to reduce accidents and claims:

1. Plan in advance and for any special safety issues.
2. Provide the necessary equipment and job tools.
3. Train everyone for workplace safety and how to use equipment safely.

The Occupational Safety and Health Administration's (OSHA's) most comprehensive data from 2013 easily could deflate the confidence of any roofing professional expecting lower industry insurance premiums, but it emphasizes business owners' responsibility to take ownership for doing everything they can to maintain safe workplaces. In 2013, there were 828 construction industry fatalities of which 80 fatalities were reported from roofing companies. Falls were the leading cause of construction and roofing deaths, so we brainstormed several methods to combat these statistics. One method included developing a work-site culture of safety from the top down.

Safety from the top

Our safety culture starts at the top of our organizational chart where an Executive Safety Committee composed of our company's owner and CEO, human resources department, full-time safety manager, safety consultant and insurance broker work together to keep our safety plan scalable, relevant and better than OSHA's minimum requirements.

The Executive Safety Committee evaluates all projects to determine any distinct project's specific needs and requirements when estimating a job. The safety manager reports directly to the CEO, adding a high level of accountability that trickles down throughout the on-site production teams.

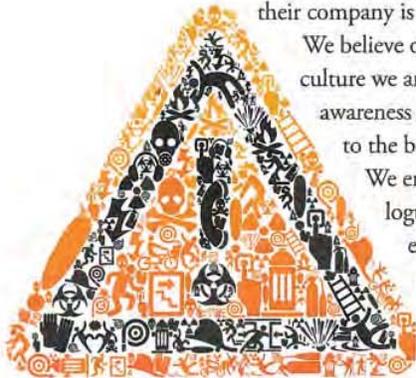
The on-site production and service teams are required to attend monthly safety meetings and training addressing companywide best-safety practices in addition to OSHA regulations. As a small business, we also have the opportunity to involve our employees in safety dialogue that typically may seem more appropriate only for management. However, in our case, the dialogue helps our technicians understand we're not dictating rules; we are ensuring their daily safe return home to their loved ones. We have found inclusion-created buy-in works well to build strong team ties and accountability for one another, establishing roofing crews that truly value the position their company is taking toward safety.

We believe our technicians appreciate the safety culture we are developing, and their increasing awareness on-site reflects their commitment to the best safety practices on every project.

We encourage healthy safety-driven dialogue during meetings and recognize employees with gold hard hats for making valuable contributions toward our growing safety program. We have found rewarding employees with a bonus

can hurt safety because employees tend to hide injuries or not report near-misses if money is involved. Instead, we provide gold hard hats for employees to wear in front of fellow employees to reflect their dedication to safety, and this system is working well.

For us, delivering safety is no different from our focus on delivering the highest quality service. We internally grade ourselves on safety just as we grade ourselves on project completion, craftsmanship and customer service. However, in this case, poor safety grades equate to fewer



customers and higher insurance premiums across the board (general liability, vehicle and workers' compensation).

Professional development 2.0

In addition to cultivating a culture of safety from the top down, we have a great focus on professional development. How do we garner buy-in? Can we simply institute safety? Is it a command? Or is it a much higher cognitive function that lives beyond working hours?

It sounds more complicated, but the beauty of buy-in is simpler than you may imagine—we keep our employees engaged in the safety conversation. Not only do we include our service teams in the creation of procedures, policies and repercussions that will affect them every day, we help them knowledgably assimilate into our various teams.

Through our automated online project management (OPM) software, we can surpass human error by automating tasks and creating safety road maps that transform prospects into great employees. We have a campaign that triggers initial emails, skill-based courses, surveys and onboarding educational videos that must successfully be completed before deeming an employee a viable candidate for field projects.

By automating these tasks, we ensure there is a system in place and data that displays each employment prospect or new employee's status at any given time. Automated onboarding is the way of the future, and with the right software, businesses can transform their human resources efforts.

Castro Roofing also offers its employees classes that teach fall protection, first aid, defensive driving and OSHA topics. We make sure to teach most of the classes on an annual basis and provide refresher courses. This year, we also will be putting together some simulation classes and safety drills so everyone in the office and in the field knows exactly what to do in an emergency.

4DX

Castro Roofing also has implemented a regimen based on *The 4 Disciplines of Execution (4DX): Achieving Your Wildly Important Goals*, written by Chris McChesney, Sean Covey and Jim Huling. The following four disciplines are described in 4DX:

- Focus on the wildly important
- Act on lead measures
- Keep a compelling scoreboard
- Create a cadence of accountability

In 2014, 4DX was implemented companywide. We implemented wildly important goals to ensure all departments have three actionable items at any given time that, when completed, will directly increase our bottom line.

Our safety department progressively is working toward excellence by choosing to incorporate the practice of setting three wildly important achievable goals, acting on the measures most likely to increase those goals while keeping accurate departmental scoreboards that always show employees where the department stands at any given moment.

Our safety department started its goal with 88 percent compliance. This year, the department set a wildly important goal to achieve a safety audit compliance of 90 percent by Dec. 31, 2015. As of April, we have exceeded our goal by about 3 percent, which should lower our company's premiums even more when this year is calculated into the EMR formula.

Our safety department's wildly important goals routinely are emphasized, but the clearest case is best presented as a result of its goals for performance and commitment to safety during our Dallas City Performance Hall project.

Dallas City Performance Hall

In 2014, safety took center stage when the prestigious Dallas City Performance Hall project called for the longest Kalzip® mechanically seamed, aluminum-plus, zinc-coated panel installation in North America.

The Dallas City Performance Hall is a 70,000-square-foot, 750-seat professional theater located in the renowned, 68-acre Dallas Arts District. The hall features a 25,000-square-foot roof system with Kalzip AluPlusZinc 65/400 continuous panels in varying lengths that posed a tremendous challenge in the form of installing 306-foot-long panels near the bustling avenues of downtown Dallas.

It is one thing to install metal panels atop a 50-foot, custom-engineered marvel; however, there are significantly more challenges that come with installing North America's longest continuous standing-seam panels without a loss in craftsmanship or safety assurance. Not to mention underperforming on a project of this size would have had detrimental effects on our premium modifier, so this called for all safety managers to oversee different portions of the project.

The panel length presented particular safety and logistical challenges that we were more than prepared to tackle as all issues were discussed during critical planning stages.

This job required us to close roads around 3 a.m. to

allow the necessary space for the panels' fabrication—the panels easily stretched through the job site and out into the street. There were so many moving pieces to this project, yet proactive training and preparation allowed us to complete it without a hitch or hiccup.

The Dallas City Performance Hall is a prime example of how creating a culture of safety yields return on a safety investment. The longest panels were more than 300 feet of continuous sheet metal, and each panel had to be manually lifted by 20 men on the roof and 20 men on the ground. Coordination of safety measures was key. Our 100 percent tie-off rule never was compromised, and we performed our installation with excellence.

As a result of implementing the wildly important safety goals we set for the Dallas City Performance Hall, zero accidents were reported, the project was completed on time, and we tacked another accomplishment on our scoreboard that works toward our stellar safety record rather than against it. In addition, Castro Roofing won a 2014 NRCA Gold Circle Safety Award and a Gold Circle Awards honorable mention in the Outstanding Workmanship: Steep-slope category.

Toolbox safety training

A successful safety plan wouldn't be complete without toolbox safety training. Castro Roofing's weekly on-site toolbox safety training meetings encourage foremen to take the lead by administering the meetings and making recommendations about upcoming portions of a project that may affect the entire team.

Foremen are managed and guided through this process by our safety manager, and it's been our experience this investment in our foremen prepares them for the potential of being promoted and reinforces job-site accountability. Leaders understand the importance of accountability and the tremendous value accountability has within management. On-site safety training conversations not only substantially increase employee alertness, but they also help cultivate a crew of thinkers, leaders and executors.

Our safety manager holds toolbox safety training sessions throughout the duration of each project. In the case

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Safety from the top

Our safety culture starts at the top of our organizational chart where an Executive Safety Committee composed of our company's owner and CEO, human resources department, full-time safety manager, safety consultant and insurance broker work together to keep our safety plan scalable, relevant and better than OSHA's minimum requirements.

The Executive Safety Committee evaluates all projects to determine any distinct project's specific needs and requirements when estimating a job. The safety manager reports directly to the CEO, adding a high level of accountability that trickles down throughout the on-site production teams.

The on-site production and service teams are required to attend monthly safety meetings and training addressing companywide best-safety practices in addition to OSHA regulations. As a small business, we also have the opportunity to involve our employees in safety dialogue that typically may seem more appropriate only for management. However, in our case, the dialogue helps our technicians understand we're not dictating rules; we are ensuring their daily safe return home to their loved ones. We have found inclusion-created buy-in works well to build strong team ties and accountability for one another, establishing roofing crews that truly value the position their company is taking toward safety.

We believe our technicians appreciate the safety culture we are developing, and their increasing awareness on-site reflects their commitment to the best safety practices on every project.

We encourage healthy safety-driven dialogue during meetings and recognize employees with gold hard hats for making valuable contributions toward our growing safety program. We have found rewarding employees with a bonus

can hurt safety because employees tend to hide injuries or not report near-misses if money is involved. Instead, we provide gold hard hats for employees to wear in front of fellow employees to reflect their dedication to safety, and this system is working well.

For us, delivering safety is no different from our focus on delivering the highest quality service. We internally grade ourselves on safety just as we grade ourselves on project completion, craftsmanship and customer service. However, in this case, poor safety grades equate to fewer

customers and higher insurance premiums across the board (general liability, vehicle and workers' compensation).

Professional development 2.0

In addition to cultivating a culture of safety from the top down, we have a great focus on professional development. How do we garner buy-in? Can we simply institute safety? Is it a command? Or is it a much higher cognitive function that lives beyond working hours?

It sounds more complicated, but the beauty of buy-in is simpler than you may imagine—we keep our employees engaged in the safety conversation. Not only do we include our service teams in the creation of procedures, policies and repercussions that will affect them every day, we help them knowledgeably assimilate into our various teams.

Through our automated online project management (OPM) software, we can surpass human error by automating tasks and creating safety road maps that transform prospects into great employees. We have a campaign that triggers initial emails, skill-based courses, surveys and onboarding educational videos that must successfully be completed before deeming an employee a viable candidate for field projects.

By automating these tasks, we ensure there is a system in place and data that displays each employment prospect or new employee's status at any given time. Automated onboarding is the way of the future, and with the right software, businesses can transform their human resources efforts.

Castro Roofing also offers its employees classes that teach fall protection, first aid, defensive driving and OSHA topics. We make sure to teach most of the classes on an annual basis and provide refresher courses. This year, we also will be putting together some simulation classes and safety drills so everyone in the office and in the field knows exactly what to do in an emergency.

4DX

Castro Roofing also has implemented a regimen based on *The 4 Disciplines of Execution (4DX): Achieving Your Wildly Important Goals*, written by Chris McChesney, Sean Covey and Jim Huling. The following four disciplines are described in 4DX:

- Focus on the wildly important
- Act on lead measures
- Keep a compelling scoreboard
- Create a cadence of accountability

