

# VENDOR CONTRACT

Between Dean Contracting Company, Inc. and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Roofing - 2092415

## General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

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

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

### Definitions

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

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

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

## Terms and Conditions

### Freight

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

### Warranty Conditions

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

### Customer Support

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

### Contracts

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

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

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

### Tax exempt status

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

### Assignments of contracts

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

### **Disclosures**

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

### **Renewal of Contracts**

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

### **Shipments**

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

### **Invoices**

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

### **Payments**

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

### **Pricing**

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that

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

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

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

### **Participation Fees**

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

### **Indemnity**

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

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

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

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

**Multiple Vendor Awards**

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

**State of Texas Franchise Tax**

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

**Miscellaneous**

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

**Purchase Order Pricing/Product Deviation**

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

**Cancellation for non-performance or contract deficiency**

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

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

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

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

### **TIPS Member Purchasing Procedures**

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

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

### **Form of Contract**

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

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

### **Licenses**

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

### **Novation**

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

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

### **Site Requirements (when applicable to service or job)**

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

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

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

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

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

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

### **Smoking**

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

### **Invoices**

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

### **Marketing**

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

### **Supplemental agreements**

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

### **Legal obligations**

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

### **Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

### **Force Majeure**

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

### **Services**

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.



### **Scope of Services**

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

### **Project Delivery Order Procedures**

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

### **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as “the notice to proceed”. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

### **Support Requirements**

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

## Special Terms and Conditions

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

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



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

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



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



# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

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

## Supplier Information

Company DEAN CONTRACTING COMPANY, INC.  
 Address 340 County Road 158  
 Kyle, TX 78640  
 Contact  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (512) 2681233  
 Fax 1 (512) 2681422  
 Email  
 Submitted 8/10/2015 2:45:08 PM CT  
 Total \$0.00

Signature Tracey Dean

Email [tracey@deancorroof.com](mailto:tracey@deancorroof.com)

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Kyle
5	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 8)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	Yes
8	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
9	Pricing Information:	Pricing information section. (Questions 10 - 13)	(No Response Required)
10	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
11	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
12	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
13	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
14	Start Time	Average start time after receipt of customer order is ____ working days?	3
15	Years Experience	Company years experience in this category?	28
16	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
17	States Served:	If answer is NO to question #16, please list which states can be served. (Example: AR, OK, TX)	TX
18	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Roofing (all kinds), Sheet Metal, Metal Roofing, Metal Siding, Soffit, Gutters,

19	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
20	Primary Contact Name	Primary Contact Name	Tracey Dean
21	Primary Contact Title	Primary Contact Title	Presidnet
22	Primary Contact Email	Primary Contact Email	tracey@deancorroof.com
23	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5122681233
24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	5122681422
25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	5128488240
26	Secondary Contact Name	Secondary Contact Name	Pete Clark
27	Secondary Contact Title	Secondary Contact Title	Senior Estimator
28	Secondary Contact Email	Secondary Contact Email	pete@deancorroof.com
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5122681233
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	5122681422
31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	5127481993
32	2% Contact Name	2% Contact Name	Mary Krouse
33	2% Contact Email	2% Contact Email	mary@deancorroof.com
34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5122681233
35	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 36 - 38)	(No Response Required)
36	Purchase Order Contact Name	Purchase Order Contact Name	Jesse Brown
37	Purchase Order Contact Email	Purchase Order Contact Email	jesse@deancorroof.com
38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5122681233
39	Company Website	Company Website (Format - www.company.com)	www.deancorroof.com
40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	74-2568284
41	Primary Address	Primary Address	340 County Road 158
42	Primary Address City	Primary Address City	Kyle
43	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
44	Primary Address Zip	Primary Address Zip	78640
45	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Duro-Last, Manville, Derbigum, Carlisle, US Ply, roofing, sheet metal, siding, soffit, gutters, water proofing

46 Yes - No

Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over \$100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)

47 Prices are guaranteed for?

(\_\_Month(s), \_\_ Year(s), or Term of Contract) (Standard Term of Contract term is "Term of Contract")

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Line Items

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Response Total: \$0.00

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**Provisions for purchase with federal funds for contracts exceeding \$100,000**  
**These forms are for non-construction contracts**

Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education and 7 CFR 3015 & 3016 from the Department of Agriculture for School Lunch Program. There may be other Federal programs from time to time that are not enumerated above that may fund certain projects using outside vendors. These are not optional for the contracting entity and in order to spend the federal funds certain provision and certifications must be in place to ensure legal compliance.

If your company wishes to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000, you must complete the following forms can provide the certifications as required on the subsequent pages.

Do you wish to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000?

Check your response?

YES  NO



8/10/2015

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Signature of Authorized Company Official

Date

Tracey Dean - President

---

Printed Name of Authorized Company Official

Dean Contracting Company, Inc.

---

Company Name

***Attach to this page a current W-9 form***

***Please complete the forms below***

**Legal Compliance**

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award. The vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to TIPS or TIPS members?

Does vendor agree? YES <sup>TBD</sup> \_\_\_\_\_ Initial of Authorized Company Official

**Non-Collusive Bidding Certificate**

By submitting a proposal in response to a Request for Proposals or other procurement device containing this clause, you certify that you are authorized to certify to the following:

- 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.

The vendor complied with #1 through 4 above? YES <sup>TBD</sup> \_\_\_\_\_ Initial of Authorized Company Official

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**SUSPENSION OR DEBARMENT CERTIFICATE**

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

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

The vendor has not been debarred? YES <sup>TBD</sup> \_\_\_\_\_ Initial of Authorized Company Official

***Certification Regarding Lobbying***

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding  
\$100,000 in Federal Funds**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

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

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

Dean Contracting Company, Inc.

\_\_\_\_\_  
Name of Organization

340 County Road 158, Kyle, TX 78640

\_\_\_\_\_  
Address of Organization

Tracey Dean - President

\_\_\_\_\_  
Name / Title of Submitting Official



\_\_\_\_\_  
Signature of Submitting Official

8/10/2015

\_\_\_\_\_  
Signature Date

**Provisions for purchase with federal funds for contracts exceeding \$100,000**

**Federal Rule (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)**

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS Member, TIPS Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES <sup>TBD</sup> \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (2) 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 Federal Rule (2) above, when federal funds are expended by TIPS Member, TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS Member 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. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES <sup>TBD</sup> \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (7) Notice of awarding agency requirements and regulations pertaining to reporting.**

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS Member, TIPS Member requires that the proposer certify that during the term of an award by the TIPS Member resulting from this procurement process the vendor will provide reports and documentation required by all applicable law and state and federal regulations upon request by the TIPS Member or any relevant state or federal agency.

Does vendor agree? YES <sup>TBD</sup> \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.**

**Provisions for purchase with federal funds for contracts exceeding \$100,000**

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS Member, TIPS Member shall address any requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract in the contract document and absent language to the contrary or if the contract silent on the subject, the District retains all rights thereto.

Does vendor agree? YES <sup>TBD</sup> \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.**

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will surrender upon request any copyrighted materials owned by the TIPS Member but used in the awarded contract performance unless otherwise agreed in a written document by the parties. TIPS Member reserves the rights to all data created or provided to the vendor for the purpose of contract performance resulting for this procurement process and the vendor will surrender such data upon request unless otherwise agreed in a written document by the parties. If the contract is silent or not dispositive on the subject matter data or copyrights TIPS Member retains all rights in the data developed or gathered during the contract term.

Does vendor agree? YES <sup>TBD</sup> \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.**

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term and after the awarded term of an award by the TIPS Member resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Does vendor agree? YES <sup>TBD</sup> \_\_\_\_\_ Initial of Authorized Company Official

**Provisions for purchase with federal funds for contracts exceeding \$100,000**

**Federal Rule (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.**

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that the awarded vendor retain of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES  <sup>TBD</sup> Initial of Authorized Company Official

**Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)**

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor agree? YES  <sup>TBD</sup> Initial of Authorized Company Official

**Federal Rule (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**

Pursuant to Federal Rule (13) above, when federal funds are expended by TIPS Member, TIPS Member requires proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES  <sup>TBD</sup> Initial of Authorized Company Official

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## SUSPENSION OR DEBARMENT CERTIFICATE

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

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

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

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

NO  Initial of Authorized Company Official

YES  Initial of Authorized Company Official

Company Official: Tracey Dean - President

Company: Dean Contracting Company, Inc.

*Tracey Dean President*

# CONTRACT Signature Form

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

Company Name: Dean Contracting Company, Inc.

Mailing Address: 340 County Road 158

City: Kyle

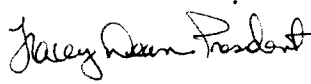
State: Texas

Zip: 78640

Telephone Number: (512) 268-1233

Fax Number: (512) 268-1422

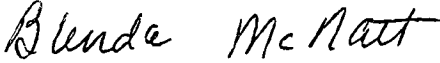
Email Address: tracey@deancorroof.com; pete@deancorroof.com; jesse@deancorc


Authorized Signature: 

Printed Name: Tracey Dean

Position: President

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

 9-24-15  
TIPS Authorized Signature Date

 9-24-15  
Approved by Region VIII ESC Date



**References**

DEAN CONTRACTING COMPANY, INC.

**\*\* Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone	Email Address
St. Edwards University	Austin	Texas	Tim Toney	(512) 428-1260	<a href="mailto:timothyt@stedwards.edu">timothyt@stedwards.edu</a>
Bandera ISD	Bandera	Texas	Ed Barnes	(830) 796-6212	<a href="mailto:ebarnes@banderaisd.net">ebarnes@banderaisd.net</a>
Wimberley ISD	Wimberley	Texas	Dwain York	(512) 847-2414	<a href="mailto:dyork@wimberley.txed.net">dyork@wimberley.txed.net</a>
Austin ISD	Austin	Texas	Robert Ross	(512) 414-4456	<a href="mailto:robert.ross@austinisd.org">robert.ross@austinisd.org</a>
Hutto ISD	Hutto	Texas	Thomas Bloxham	(830) 232-5595	<a href="mailto:thomas.bloxham@huttoisd.net">thomas.bloxham@huttoisd.net</a>
Lake Travis ISD	Lake Travis	Texas	Jim Ratcliff	(512) 533-6026	<a href="mailto:ratcliffj@ltidschools.org">ratcliffj@ltidschools.org</a>
Pflugerville ISD	Pflugerville	Texas	Terry Alford	(512) 594-0249	<a href="mailto:terry.alford@pfisd.net">terry.alford@pfisd.net</a>
Liberty Hill ISD	Liberty Hill	Texas	Andy Pogue	(512) 515-5240	<a href="mailto:apogue@libertyhill.txed.net">apogue@libertyhill.txed.net</a>
Lockhart ISD	Lockhart	Texas	Bill Coleman	(512) 398-0000	<a href="mailto:bill.coleman@lockhart.txed.net">bill.coleman@lockhart.txed.net</a>



# The State of Texas

## SECRETARY OF STATE CERTIFICATE OF INCORPORATION

OF

DEAN CONTRACTING COMPANY, INC.  
CHARTER #1147960

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above corporation duly signed pursuant to the provisions of the Texas Business Corporation Act, have been received in this Office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation and attaches hereto a copy of the Articles of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a corporate name in this State in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated MAR. 28, 1990.



*Gary S Bayard Jr.*  
Secretary of State

mfg

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return) <b>DEAN CONTRACTING COMPANY, INC.</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) <b>340 COUNTY ROAD 158</b>	Requester's name and address (optional)
City, state, and ZIP code <b>KYLE, TX 78640</b>		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
7	4	-	2	5	6	8	2	8	4

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Digitally signed by Tracy Dean DN: cn=Tracy Dean, o=Boardwalk Homeowners Association Board of Directors/President, ou=President, email=tracy@deancontract.com, c=US Date: 2015.08.10 13:23:15 -0500'	<b>Date ▶ August 10, 2015</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### Specific Instructions

#### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.



**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

#### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# Austin Independent School District

Department of Construction Management and Maintenance Services



March 6, 2013

## Letter of Reference

Re: Dean Contracting Company, Inc.  
340 County Road 158  
Kyle, Texas 78640

To Whom It May Concern:

Austin ISD has had the fortunate experience to work with Tracey Dean since 1985 on many roofing projects performed at various elementary, middle school, high school, and administrative campuses.

The following comments are a summary of observations experienced supervising work performed by Dean Contracting Company personnel on AISD roofing projects:

### Quality of Work:

Personnel demonstrate excellent workmanship with the various components of commercial roofing including removal, replacement, or repair of built-up roof assemblies, single ply membrane systems, metal roof systems, and related sheet metal flashing components.

### Responsiveness:

1. Personnel are very prompt responding to health and safety issues while work is performed at school campuses.
2. Contractor is prompt submitting pre-construction project submittals, responding to change order requests, and resolving any construction issues.

### Job Completion:

1. Projects have been completed on time and the list of items needing correction at the time of substantial completion inspection is normally a short list.
2. Warranty documents from Manufacturer and Dean Contracting are promptly submitted with other required Close-out Documents.
3. A Notice of Lien has never been filed against Dean Contracting by subcontractors or material suppliers for AISD projects.

Co-operation and Professionalism: Roofing personnel have demonstrated their knowledge and professionalism while performing the work always respectful to students, teachers, and school property.

We respect Tracy Dean and hope to work with Dean Contracting in the future.

A handwritten signature in blue ink that reads "James Miller".

Submitted by  
James Miller  
Building Supervisor-Roofing  
AISD Dept. Construction Management  
Phone 512.414.3120 or E-mail <jmmiller@austinisd.org>



March 5, 2013

To Whom It May Concern

Re: Letter of Recommendation  
Dean Contracting Company, Inc.

Dear Sirs:

Dean Contracting Company, Inc. has performed several roofing projects for Bartlett Cocke General Contractors. Currently Dean is installing the TPO Roofing, Standing Seam Metal Roofing and Metal Wall Panel systems on the Liberty Hill High School Project.

Dean Contracting Company, Inc. is an excellent roofing contractor as well as a total team player. Their quality of work is superb with no deviations from the contract documents.

I would certainly recommend Tracey, Jesse, and their qualified team to anyone and look forward to working with them on future projects.

Sincerely,

Bartlett Cocke General Contractors, LLC

A handwritten signature in black ink, appearing to read "Randy Ambuster", is written over a horizontal line.

Randy Ambuster  
Project Manager



March 5, 2013

To Whom It May Concern,

Please accept this letter as a recommendation for Dean Roofing and Sheet Metal Company, Inc. We have worked with Dean on numerous projects throughout Texas for over 10 years. They have completed projects on time, with quality workmanship and in accordance with industry standards. They have followed plans and specifications and completed project management and contract administration on a timely basis. We would recommend Dean on any of your projects.

Sincerely,



Douglas Richardson RRO  
Director of Operations  
Amtech Building Sciences, Inc.  
Austin/San Antonio

March 6, 2013



To Whom it May Concern

Re: Dean Contracting Company, Inc.  
340 County Road 158  
Kyle, TX 78640

Please accept this as a letter of reference for Dean Contracting Company, Inc. (Dean).

My company has written specifications for new and reroof projects since 1984. I have extensive experience since 1989 with the work produced by Dean, with over 65 successful projects completed. Several of these projects were complex school roofs with a variety of roofing conditions and details.

I have found Dean to be of high integrity, workmanship ability and attention to detail. I am also very pleased with the technical services provided by Dean, including detailed shop drawings and submittals that are tailored to the particular project.

It has been my experience that Dean is quick to respond to inquiries and service calls after project completion.

Dean is one of very few contractors in this area I do not hesitate inviting to bid both large and small projects.

Please do feel free to contact me if you wish to discuss further my experience with Dean.

Sincerely,

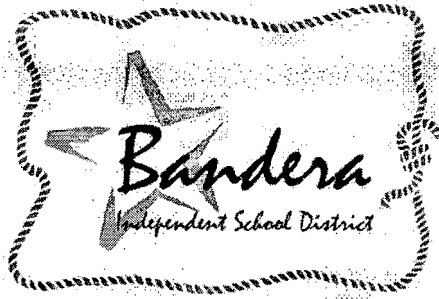
A handwritten signature in blue ink, appearing to read "Brian Gardiner".

Brian Gardiner RRC, CCS  
President

cell: 512-784-3791

MAILING ADDRESS  
P.O. Box 727  
Bandera, Texas 78003

WEB ADDRESS  
www.banderaisd.net



Ed Barnes  
Maintenance Director  
ebarnes@banderaisd.net

Kyle Martin  
Maintenance Manager  
kmartin@banderaisd.net

VOICE: (830) 796-6212  
FAX: (830) 796-3499


**BANDERA INDEPENDENT SCHOOL DISTRICT MAINTENANCE DEPARTMENT**

March 5, 2013

Re: Letter of Reference

To whom it may concern,

Over the past two years, Bandera ISD has engaged Dean Contracting Company, Inc. for several roofing projects within our District. The quality of the work performed has always met or exceeded expectations. When necessary, they have always followed up on problems, or warranty items brought to their attention. The company, and its representatives and work crews always conduct themselves in a professional manner, are timely, and follow through on commitments made. I would not hesitate in recommending this company.

  
Ed Barnes  
Maintenance Director  
Bandera ISD

*Bandera ISD: On Target to be the Best!*

March 8, 2013

Dean Contracting  
340 County Rd. 158  
Kyle, TX 78640

Re: Letter of Recommendation

Gentlemen,

Baird/Williams Construction has had the pleasure of working with Dean Contracting on numerous projects over the past fifteen years. These projects include educational facilities, church facilities, and commercial projects. In every case we have been extremely pleased with the professionalism shown by the Dean Contracting staff, both from an administrative stand point as well as their field construction personnel.

Baird/Williams Construction would highly recommend Dean Contracting for any project which you may be contemplating, and look forward to working with them on many projects in the future.

If I can provide any additional information or assistance please feel free to contact me.

Regards,

BAIRD/WILLIAMS CONSTRUCTION, LTD.



Steve Roach

SR/rc

cc: File



March 25, 2013

Re: Dean Contracting Company, Inc.

To whom it may concern:

Fields & Associates Architects has had the pleasure of working with Dean Contracting Company on several of our projects over the last twenty five years. On every project we have worked with Dean Contracting our results have been outstanding and the follow up during the years has been exemplary. The experience provided and the excellent personnel on the jobs have allowed us to maintain our relationships with our clients because we haven't had any roof or wall problems. Lake Travis ISD only allows sloped metal roofing and on each of the projects we have worked on the results have been outstanding. Dean Contracting will be providing the roof contracting on the New Lake Travis Middle School, which will be the largest middle school built in Central Texas and all sloped metal roof panels.

In today's market, it is very difficult finding companies that take pride in what they do and deliver what they say they will do. I would highly recommend Dean Contracting Company on any future projects. If you have any questions concerning Dean Contracting Company feel free to contact me.

Sincerely,

Chuck Fields, AIA, LEED AP, RCFP  
President  
Fields & Associates Architects

**Fields & Associates Architects**

1101 S. Capital of Texas Highway, Building A, Suite 101 Austin, Texas 78746  
Tel:(512)-327-8444 Fax:(512)-327-7998 Web:www.fields-arch.com



**ENGINEERED EXTERIORS, PLLC**  
ARCHITECTURAL ENGINEERING & CONSULTING  
TBPE Firm Registration No. F-12811

9414 Anderson Mill Road, Suite 106  
Austin, Texas 78729  
Phone (512) 571-3530  
[www.engineeredexteriors.com](http://www.engineeredexteriors.com)

Date: March 7, 2013

Re: Dean Contracting Recommendation

I have worked with Dean Contracting on three (3) projects involving roof replacement in the Austin area. These include Becker Elementary School (Austin Independent School District), Henna Chevrolet, and Benchmark Bank.

Each time I have been impressed by Dean's professionalism in developing submittals and shop drawings and providing input on non-standard roofing details and unforeseen conditions. One example of this is the unforeseen condition of a fire-damaged roof deck at Becker Elementary, that was discovered in the morning during tearoff operations. Dean quickly notified us and responded to repair the damaged decking and worked longer hours to complete the roofing in this area and have it dried in by the end of the day.

We find that proper supervision on a roof replacement project is critical to avoiding time consuming rework, particularly on school projects that must be complete prior to use by students and faculty. The above example could have been a huge problem had Dean not provided professional, knowledgeable supervision full time for this project as specified. Unfortunately our experience in using other contractors that submit lower cost bids is they do not provide this even when it is specified. We have found that any cost savings realized by this practice is offset by a lack of competent supervision, resulting in catastrophic leaks due to critical mistakes made by workers who are unfamiliar with the project detail drawings.

It is always a pleasure to work with Dean on roof replacement projects, and I highly recommend their work.

Sincerely,

**ENGINEERED EXTERIORS, PLLC**

Jennifer Doyle, P.E. (TX), RRC, LEED AP  
Principal Engineer, Registered Roof Consultant, LEED Accredited Professional

March 6, 2013

To Whom It May Concern:

**Re: Letter of Recommendation for Dean Contracting Company, Inc.**

We are pleased to provide this letter of recommendation for Dean Contracting Company, Inc. (DCC). This recommendation is based on a recent project for the Austin Independent School District (AISD), for which Jim Whitten Roof Consultants, LLC + Tejas Design, PLLC was the Roof Consultant. DCC was awarded the Competitive Sealed Bid Reroofing Project for the Becker Elementary School 100 Wing Built-Up Roof Replacement Project completed during the 2011 summer break. This recommendation is further based on the following qualities and performance exhibited by DCC:

1. Ability to remain on schedule during short contract period (summer work): DCC was substantially complete prior to the start of school.
2. Cooperation with Owner & Roof Consultant during project execution: DCC was proactive and timely in preparing the required submittals, shop drawings, and other required deliverables. They responded positively and fairly to requests for changes in the Work and in dealing with requirements for working in the school campus environment.
3. Proper & timely coordination of all trades & support personnel during completion of the project and ability to properly man the job throughout project execution:
  - a. DCC coordinated with other trades (mechanical, electrical, plumbing, telecom/technology) as to flashing penetrations, timing and scheduling.
  - b. DCC demonstrated ability to properly man the project with qualified personnel.
4. Substantial Completion Punchlist work was completed in accordance with the Contract Documents with a minimum number of deficiencies: DCC was consistent in their in-house QA-QC, resulting in minimum "punch list" items.
5. Ability to timely close-out project requirements: DCC prepared and submitted the Contract Documents required close-out documents in a professional and timely manner.
6. Responsive & timely execution of warranty work: DCC has responded timely and documented their warranty work by digital photos and marked roof plans indicating proper execution of requested warranty work.

If there are questions or other information required, please contact us.

Best Regards,

**JIM WHITTEN ROOF CONSULTANTS, LLC**



Jim Whitten, President



March 5, 2013

Re: Dean Contracting Co. Inc.

To Whom It May Concern:

We have been asked to provide a letter of recommendation for Dean Contracting Co. Inc.; in that regard we offer the following comments:

We have worked with Dean Contracting Co. Inc. for over ten years on projects varying in size from small to large also from relatively simple projects to very detailed and complex projects, we have worked with them as the prime contractor as well as a sub-contractor, in all instances we find that they treat the project with diligence and give it the attention required to provide the Owner with a good end product.

We have found that Dean Contracting Co. Inc. will make every effort to keep their projects on schedule to include expediting material orders, ordering materials ahead of time and storing them off site and allocating additional manpower to the project, etc. We have found them to be professional when coordinating their work with other trades. In addition, we have never had a project where we felt that the project was not being manned properly.

When they are the prime contractor we find that their Project Managers are effective in coordinating other trades and suppliers and have the ability to maintain the schedule that has been set. Their office and support staff is effective and timely in providing project documentation such as insurance certificates, bonds, pay applications, warranties, submittals, etc.

When the project is at substantial completion we have found that punch-list items are minimal and typically are minor in nature. In addition, their Project Managers are effective in gathering close-out documents and closing out the project after substantial completion.

When the project is complete we have found Dean Contracting Co. Inc. to be cooperative in attending anniversary reviews. In addition, we have found their repair crews to be timely and effective in providing warranty service.

In summary, we have found Dean Contracting Co. Inc. to be a professional organization and include them on our invited bidders list for projects we are involved with.

If there are any questions or you wish to discuss this further please contact me at 512-443-7255 or at the e-mail address below.

Sincerely,

A handwritten signature in black ink that reads "Ken Ollinger". The signature is written in a cursive style with a large, stylized "K" and "O".

Ken Ollinger RRC, CCCA  
Senior Consultant  
[ken@austechrci.com](mailto:ken@austechrci.com)





**Johns Manville**

*A Berkshire Hathaway Company*

**Tim Davis**  
**Johns Manville**  
**Sr. Tech Services Rep**  
**Roofing Systems**  
972 983 6271  
[Tim.davis@jm.com](mailto:Tim.davis@jm.com)

3/20/2013

Dean Contracting  
340 County Rd 158  
Kyle TX, 78640

RE: Dean Contracting - Single ply training and approval

To Whom It May Concern:

Please be advised that Dean Contracting is a Johns Manville approved roofing contractor and is able to receive Johns Manville NDL warranties up to 20 years on projects where JM PVC Roofing Systems are installed per JM specification and approved by a JM field representative.

Dean Contracting has received manufacturer's training from a JM technical service rep on the proper installation and JM requirements in order to attain a JM NDL warranty on JM thermoplastic systems, including both TPO and PVC membranes.

Thank you for your interest in our products and services, and if we can be of further assistance, please don't hesitate to call us at 800-922-5922.

Very truly yours,

A handwritten signature in blue ink that reads 'T. Davis'.

Tim Davis  
Roofing Systems Group  
Johns Manville



To whom it may concern:

Re: Dean Contracting Company

Over the past 8 years Dean Contracting has completed 19 roofing projects for us in Central Texas. These projects have ranged in scope from renovations to new roofing with contract amounts from under \$100,000 to over \$2,200,000. They and have always completed our projects in a very professional manner always making every effort to maintain our schedule and level of quality. Dean Contracting is currently working on five projects of ours and will hopefully continue to work with us in the future.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sean Stevens", with a long horizontal flourish extending to the right.

Sean Stevens, LEED Green Associate  
Senior Project Manager

---

**BARTLETT COCKE GENERAL CONTRACTORS, LLC**

*Because Quality Matters*

2550 South IH-35, SUITE 100, AUSTIN, TEXAS 78704 ▼ TEL (512) 326-4223 • FAX (512) 326-3990 ▼ website: [www.bartlettcocke.com](http://www.bartlettcocke.com)

Tucker Blythe  
15 Brookside Drive  
Wimberley, Texas 78676  
March 6, 2013

To Whom It Concerns:

If I were allowed only one word to describe Tracey Dean and the Dean Contracting Company, it would be "Integrity". I base this on over twenty years of personal observation, both of his personal life and his professional career.

Tracey's integrity overflows into his business model as he and his foremen tolerate nothing less than a strong work ethic and personal accountability among employees. Dean Contracting Company is faithful to meet its obligations and is committed to customer satisfaction. I personally have witnessed how Tracey and his management are not satisfied until the job meets the approval of those with whom he contracts.

Dean Contracting Company has done several roofing projects for Wimberley Independent School District as well as many other multiple projects within other school districts. That, alone, would be enough of an endorsement. I have personally seen Tracey and his foremen oversee projects from start to finish. "No surprises" seems to be the company motto as the corporation is in constant contact to address progress and discuss challenges but not without also recommending solutions. Dean Contracting clients truly feel in good hands with the men and women of the company.

By happenstance, I can attest to his character as I have witnessed many "unsung hero" contributions he quietly has made to those in need, offering both financial and emotional support. It should go without saying that as a reflection of his own character, Dean Contracting embodies the same disposition demonstrated through various community sponsorships and through a variety of youth organization contributions.

It's noteworthy that Tracey Dean is a highly regarded member of his community with a longstanding reputation of honesty and reliability. Over the years he has been elected or appointed to various prominent leadership roles in his community and has served in leadership within his own state organization; a testimony to the trust bestowed him.

In short, I know few men who exhibit this type of integrity and enjoy such deserved esteem. So much so that I am more than happy to give Tracey and Dean Contracting Company my unreserved and wholehearted endorsement. If a conversation is needed, I will gladly verify my confidence in Tracey and Dean Contracting. My cell number is 512-497-7199.

Sincerely,

Tucker Blythe  
Wimberley ISD Board Secretary

Texas Education Agency, Program Specialist  
Division of Program Monitoring and Intervention

March 5, 2013

Mr. Tracey Dean  
Dean Contracting Co., Inc.  
340 County Road 158  
Kyle, Texas 78640

Re: Letter of Reference  
WJE No. 0000.7005

Dear Tracy:

The purpose of this letter is to confirm our history with Dean Contracting Co., Inc. Wiss, Janney, Elstner Associates, Inc. (WJE) is a national architectural, engineering, and material science firm. My role is that of a Principal and roof consultant.

I have known you for over thirty years and during that time I have known you to be a person of high integrity, character, and competence. More recently Dean Contracting was the roofing contractor for the replacement of the roofing system on the Jesse Jones Law Library at the University of Texas at Austin. The project was complex due to the confined working space on the university campus and sensitive due to the nature of the occupants. Dean Contracting performed an outstanding job on the project and completed the project on-time, within budget, and met the requirements of the construction documents.

Dean Contracting is presently installing the roof on Bulverde Road Middle School at North East independent School District in San Antonio and performing another fine job.

Not only do we have confidence in the honesty, integrity, and character of the Dean Contracting ownership but also in the technical and supervisory competence of the workforce. We will continue to consider Dean Contracting among our preferred roofing contractors.

Sincerely,

**WISS, JANNEY, ELSTNER ASSOCIATES, INC.**



Edis T. Oliver, PE  
Principal  
ETO:eo



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/08/2015

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**


<b>PRODUCER</b> FD&S Insurance Agency, Inc. 3734 Southpark Dr. Tyler, TX 75703-1707	<b>CONTACT NAME:</b> Martha Brown <b>PHONE (A/C, No, Ext):</b> 903. 581. 9935 x207 <b>FAX (A/C, No):</b> 903. 581. 4939 <b>E-MAIL ADDRESS:</b> mbrown@fds-insurance.com												
<b>INSURER(S) AFFORDING COVERAGE</b>													
<b>INSURED</b> Dean Contracting Company, Inc. 340 County Road 158 Kyle, TX 78640-6058	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><b>INSURER A:</b> United Fire &amp; Casualty Company</td> <td style="width: 20%; text-align: right;"><b>NAIC #</b> 13021</td> </tr> <tr> <td><b>INSURER B:</b> Texas Mutual Insurance Company</td> <td style="text-align: right;">22945</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>INSURER A:</b> United Fire & Casualty Company	<b>NAIC #</b> 13021	<b>INSURER B:</b> Texas Mutual Insurance Company	22945	<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER C:</b>													
<b>INSURER D:</b>													
<b>INSURER E:</b>													
<b>INSURER F:</b>													

**COVERAGES** **CERTIFICATE NUMBER: 2014-2015** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			85317208	05/01/2014	05/01/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 1,000 PD Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b>			85317208	05/01/2014	05/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			85317208	05/01/2014	05/01/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 DED <input checked="" type="checkbox"/> RETENTION \$ 10,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			0001179250	05/01/2014	05/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N <input type="checkbox"/> Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Project No. 20141023-41  
 See attached blanket endorsements.

<b>CERTIFICATE HOLDER</b> Pflugerville ISD 1401 W Pecan Pflugerville, TX 78660	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Chris Conder/MARTHA
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# WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: DEAN CONTRACTING CO INC

Risk ID: 420059175

Rating Effective Date: 05/01/2015

Production Date: 12/06/2014

State: TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.15	49,451	64,170	14,719	14,257	11,963	19,869	5,612
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.15		49,451	64,170	14,719	14,257	11,963	19,869	5,612

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
Actual	(I) 5,612	$C * (1 - A) + G$ 53,996	(A) * (F) 2,139	(J) 61,747
Expected	(E) 14,719	$C * (1 - A) + G$ 53,996	(A) * (C) 7,418	(K) 76,133
	ARAP	FLARAP	SARAP	MAARAP
Factors				(J) / (K) Exp Mod .81



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# WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: DEAN CONTRACTING CO INC

Risk ID: 420059175

Rating Effective Date: 05/01/2015

Production Date: 12/06/2014

State: TEXAS

42-TEXAS

Firm ID: Firm Name: DEAN CONTRACTING CO INC

Carrier: 29939 Policy No. 0001179250 Eff Date: 05/01/2011 Exp Date: 05/01/2012

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
3066	1.32	.22	42,430	560	123	99P0688352	04	F	19,257	5,000
5538	2.38	.23	254,849	6,065	1,395					
5551	3.25	.23	323,683	10,520	2,420					
5606	.28	.22	13,469	38	8					
8809	.07	.20	124,800	87	17					
8810	.06	.22	185,709	111	24					
Policy Total:			944,940	Subject Premium:	73,184	Total Act Inc Losses:			19,257	

42-TEXAS

Firm ID: Firm Name: DEAN CONTRACTING CO INC

Carrier: 29939 Policy No. 0001179250 Eff Date: 05/01/2012 Exp Date: 05/01/2013

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
3066	1.32	.22	46,348	612	135	99P0707653	06	F	612	612
5538	2.38	.23	267,945	6,377	1,467					
5551	3.25	.23	463,603	15,067	3,465					
5606	.28	.22	62,735	176	39					
8809	.07	.20	124,800	87	17					
8810	.06	.22	231,367	139	31					
Policy Total:			1,196,798	Subject Premium:	94,373	Total Act Inc Losses:			612	

42-TEXAS

Firm ID: Firm Name: DEAN CONTRACTING CO INC

Carrier: 29939 Policy No. 0001179250 Eff Date: 05/01/2013 Exp Date: 05/01/2014

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
3066	1.32	.22	82,933	1,095	241					
5538	2.38	.23	281,573	6,701	1,541					
5551	3.25	.23	492,174	15,996	3,679					
5606	.28	.22	112,764	316	70					
8809	.07	.20	124,800	87	17					
8810	.06	.22	227,083	136	30					
Policy Total:			1,321,327	Subject Premium:	102,026	Total Act Inc Losses:			0	

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\* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

# Limited Loss



**HIGGINBOTHAM**

*Swantner & Gordon*

Global Reach. Local Touch. Single Source.

3902 John Stockbauer, Suite A  
Victoria, TX 77904

Tel: (361) 573-9151

Fax: (361) 573-1616

[www.higginbotham.net](http://www.higginbotham.net)

August 10, 2015

TIPS – USA

4845 U.S. HWY 71 North

Pittsburg, Texas 75686

Re: Dean Contracting Company, Inc.

340 County Road 158

Kyle, TX 78640

To whom it may concern:

We have been issuing Performance & Payment Bonds for the captioned contractor since 2002. We consider Dean Contracting Company, Inc. an excellent contractor and would recommend them highly.

Higginbotham will provide you with a Performance & Payment Bond in the amount equal to the construction portion of the project budget as soon as the contracts have been signed. Merchants Bonding Company has provided Dean with their bond support of \$5,000,000+ anyone job, with a \$10,000,000+ aggregate.

If you should have any questions or concerns about this contractor's ability to provide a Performance & Payment Bond, please feel free to contact me direct at 361 550 4895.

Sincerely,

Rene' Goforth, Attorney-in-fact

Higginbotham / Swantner & Gordon