

HONDO

THIS IS GOD'S COUNTRY

REGULAR CITY COUNCIL MEETING

June 22, 2026 at 6:00 PM

City Council Chambers

1600 Avenue M, Hondo, TX

AGENDA

Notice is hereby given that a Regular City Council Meeting of the governing body of the City of Hondo will be held June 22, 2026, at 6:00 p.m. in the City Council Chambers, City Hall at 1600 Avenue M, Hondo, Texas, for the purpose of discussing matters incident and related to the City of Hondo.

The public may also access the meeting remotely through video/conference from your computer, tablet or smart phone at: <https://boxcast.tv/channel/aetaajdf64jalxx20o9a>
Persons may submit questions or comments for items on the agenda by email to: jschneider@hondo-tx.org. Questions or comments submitted by email must be received by the city at least 1 hour prior to the scheduled start of the meeting in order to be presented to the City Council during the meeting.

The following items will be discussed, to-wit:

1. CALL TO ORDER.

2. QUORUM CHECK.

3. INVOCATION.

4. PLEDGE OF ALLEGIANCE.

5. CITIZENS'/PUBLIC COMMENTS

Persons who desire to address the City of Hondo City Council will be received at this time. Those persons wishing to speak should complete a Public Comment Form and submit it to the City Secretary prior to the meeting. If the speaker wishes to comment on a particular agenda item, then the speaker should indicate such item(s) on the form. Public comment is limited to 3 minutes per speaker. Speakers must conduct themselves in a civil manner. In accordance with the Texas Open Meetings Act, the City of Hondo City Council cannot deliberate or take action on items not listed on the meeting agenda.

PROCLAMATION

6. A PROCLAMATION RECOGNIZING JULY 4, 2026, AS THE 250TH ANNIVERSARY OF THE UNITED STATES OF AMERICA

CONSENT

The Consent Agenda is considered self-explanatory and will be enacted by the Council with one motion. There will be no separate discussion of these items unless they are removed from the Consent Agenda upon the request of the Mayor or a Council Member.

- 7. CONSIDERATION AND APPROVAL OF THE JUNE 8, 2026, REGULAR CITY COUNCIL MINUTES. (JULIE SCHNEIDER, CITY SECRETARY)
- 8. DISCUSS AND CONSIDER APPROVAL OF THE MAYOR'S RE-APPOINTMENT OF ROSEMARY MARES TO SERVE ON THE EDC BOARD. (MAYOR MCANELLY)
- 9. CONSIDERATION AND APPROVAL TO AMEND RESOLUTION NO. 474-26 AND TO AUTHORIZE THE MAYOR TO EXECUTE THE UPDATED CEO ASSURANCE FORM.

OTHER BUSINESS

- 10. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION TO APPROVE THE SELECTION OF A RESPONDENT TO RFP NO. 26-005A FOR AVIATION FUEL SERVICES AND AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH THE SELECTED RESPONDENT. (RYAN ELDER, DIRECTOR OF AVIATION)
- 11. DISCUSSION AND POSSIBLE ACTION TO APPROVE A SUPPLEMENTAL AGREEMENT WITH HOLBROOK ASPHALT, LLC IN AN AMOUNT NOT TO EXCEED \$376,904.91 FOR THE APPLICATION OF BONDED MATRIX OVERLAY ON CITY STREETS PURSUANT TO TIPS CONTRACT NO. 25010401, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT AND RELATED PROJECT DOCUMENTS. (JOHN NARON, CITY MANAGER)
- 12. ADJOURN

I hereby certify that the above Notice of Regular City Council Meeting of the governing body of the City of Hondo was posted on the bulletin board in City Hall, 1600 Avenue M, Hondo, Texas, at a place convenient and readily accessible to the general public at all times on June 16, 2026 @ 5:00 p.m.

ATTEST:

Julie Schneider
 Julie Schneider
 City Secretary



The City Council of the City of Hondo reserves the right to convene in Executive Session in accordance with the Texas Open Meetings Act, Texas Government Code: Section 551.071 (Consultations with Attorney), Section 551.072 (Deliberations about Real Property), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), or Section 551.087 (Deliberations Regarding Economic Development Negotiations) on any of the above items.

<p>NOTICE OF ASSISTANCE AT PUBLIC MEETINGS The City of Hondo City Council Meetings is available to all persons regardless of</p>
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**CITY OF HONDO, TEXAS
PROCLAMATION**

**A PROCLAMATION RECOGNIZING JULY 4, 2026, AS THE 250TH ANNIVERSARY OF
THE UNITED STATES OF AMERICA**

WHEREAS, on July 4, 2026, marks the 250th anniversary of the Declaration of Independence by Europeans and others living in what were at the time British colonies; and

WHEREAS, the ideas, beliefs, and philosophies expressed in that document have persisted and grown through our Constitution and practice as a people and nation; and

WHEREAS, people from all over the world have joined together to become citizens of the United States of America, espousing the ideals and hopes expressed in these two documents; and

WHEREAS, many have given their time, minds, energy, personal assets, and even their lives to ensure that such a society continues to exist; and

WHEREAS, today we are recipients of the blessings of our God and the many who have gone before us over the last two hundred and fifty year; and

WHEREAS, the prosperity of those blessings now allows us to reflect on and appreciate all we enjoy;

NOW, THEREFORE, be it resolved that we in the City of Hondo take time to give thanks for and celebrate this special occasion, our nation's 250th birthday.

Proclaimed by John McAnelly, Jr., Mayor of Hondo, with the full agreement of the entire City Council on June 22, 2026.

John McAnelly, Mayor
City of Hondo, Texas

ATTEST:



Julie Schneider, City Secretary
City of Hondo, Texas



MINUTES

June 8, 2026, at 6:00PM
City Council Chambers
1600 Avenue M, Hondo, TX

1. **CALL TO ORDER.**

Mayor McAnelly called the meeting to order at 6:00 p.m.

2. **QUORUM CHECK.**

Mayor McAnelly, Mayor Pro Tern Jose "Porky" Ytuarte, Council members Williams, McCollum, Ramirez, Lange

Absent: None

Staff Present: City Manager John Naron, City Attorney Michael McCann, Admin Assistant Stephanie Velasquez, Public Relations & Recreation Director Jamie Kindred, IT Manager Josh Rodriguez, Director of Aviation Ryan Elder

3. **INVOCATION.**

by Mike Vasquez, Hondo Baptist Church

4. **PLEDGE OF ALLEGIANCE.**

5. **CITIZENS'/PUBLIC COMMENTS**

Persons who desire to address the City of Hondo City Council will be received at this time. Those persons wishing to speak should complete a Public Comment Form and submit it to the City Secretary prior to the meeting. If the speaker wishes to comment on a particular agenda item, then the speaker should indicate such item(s) on the form. Public comment is limited to 3 minutes per speaker. Speakers must conduct themselves in a civil manner. In accordance with the Texas Open Meetings Act, the City of Hondo City Council cannot deliberate or take action on items not listed on the meeting agenda.

Tracy Voss, 182 CR 245 Hondo, TX 78861

- Animal Shelter - Humane Education

CONSENT

The Consent Agenda is considered self-explanatory and will be enacted by the Council with one motion. There will be no separate discussion of these items unless they are removed from the Consent Agenda upon the request of the Mayor or a Council Member.

Council Member Brett Williams moved to approve Consent Agenda Items 6 through 8. The motion was seconded by Council Member Jose "Porky" Ytuarte and carried unanimously.

6. CONSIDERATION AND APPROVAL OF THE MAY 26, 2026, REGULAR CITY COUNCIL MINUTES. (JULIESCHNEIDER, CITYSECRETARY)
7. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 482-26 OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, AUTHORIZING APPROVAL OF THE BUILDING CONTRACTOR AWARD FOR THE HOME PROGRAM THROUGH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS. (JAMIE KINDRED, HOMEPROGRAM)
8. CONSIDERATION AND APPROVAL OF THE MAYOR'S APPOINTMENT OF ANGELA SAATHOFF TO SERVE ON THE PLANNING AND ZONING BOARD FOR A 3-YEAR TERM. (MAYOR MCANELLY)

OTHER BUSINESS

9. DISCUSSION AND POSSIBLE ACTION TO APPROVE A CONTRACT WITH HOLBROOK ASPHALT, LLC FOR HIGH DENSITY MINERAL BOND TREATMENT (HAS) STREET PRESERVATION SERVICES IN AN AMOUNT NOT TO EXCEED \$200,164.04 THROUGH A COOPERATIVE PURCHASING AGREEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS. (JOHN NARON, CITYMANAGER)

The City Council discussed a proposed contract with Holbrook Asphalt LLC in the amount of \$200,164 for street preservation utilizing the HAS pavement preservation process. Several Council Members expressed concerns regarding the selection of streets included in the project and discussed the need for a more comprehensive, long-term approach to street maintenance throughout the city.

Council also discussed the challenges of addressing street maintenance needs within existing budget constraints and emphasized the value of utilizing City staff whenever it is feasible to achieve cost savings and provide additional operational experience.

Council Member Brett Williams moved to approve the contract with Holbrook Asphalt LLC in the amount of \$200,164 for street preservation services. The motion was seconded by Council Member Jose "Porky" Ytuarte and carried unanimously.

10. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE SELECTION OF THE FOLLOWING FIRMS TO PROVIDE AIRPORT ON-CALL ENGINEERING AND PROFESSIONAL SERVICES UNDER RFQ NO. 26-001A, AND TO AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND EXECUTE AGREEMENTS WITH THE SELECTED FIRMS:

1. KSA ENGINEERS
2. ATKINSREALIS
3. WESTWOOD
4. TERRACON
5. RABA KISTNER
6. ENGAGE GROUP

(RYAN ELDER, DIRECTOR OF AVIATION)

Ryan Elder, Director of Aviation, presented information regarding the qualifications submitted by firms in response to RFQ No. 26-001A for Airport On-Call Engineering and Professional Services. Following review and evaluation of the submissions, staff recommended the selection of the following firms for on-call engineering and professional services:

1. KSA Engineers
2. AtkinsRealis
3. Westwood
4. Terracon
5. Raba Kistner
6. Engage Group

Council Member Jose "Porky" Ytuarte moved to approve the selection of the recommended firms under RFQ No. 26-001A and authorize the City Manager to negotiate and execute the necessary agreements. The motion was seconded by Council Member Makenna Lange and carried unanimously.

11. **CONSIDERATION AND POSSIBLE ACTION TO APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH CONSTANZO FARMS FOR THE LEASE OF 175 ACRE-FEET (AF) OF BIG WATER RIGHTS IN THE AMOUNT OF \$17,850, AND TO EXECUTE A LEASE AGREEMENT WITH WILL LAMON FOR THE LEASE OF 187.021 ACRE-FEET (AF) OF BIG WATER RIGHTS IN THE AMOUNT OF \$9,351.05. (RYANELDER, DIRECTOR OF AVIATION)**

Council Member Brett Williams moved to authorize the City Manager to execute a lease agreement with Constanzo Farms for 175 acre-feet of B.I.G. rights in the amount of \$17,850.00 and to execute a lease agreement with Will Lamon for 187.021 acre-feet of B.I.G. rights in the amount of \$9,351.05. The motion was seconded by Council Member Makenna Lange and carried unanimously.

12. **DISCUSSION, CONSIDERATION AND POSSIBLE ACTION CONCERNING AWARD OF THE ENGINEERING SERVICES CONTRACT FOR THE PREPARATION OF THE CITY'S 2025-2026 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (TXCDBG) APPLICATION AND SUBSEQUENT ENGINEERING CONTRACT IF FUNDED. (JOHN NARON, CITYMANAGER)**

The evaluation and scoring of qualifications submitted for the City's 2025-2026 Texas Community Development Block Grant (TXCDBG) Program engineering services contract were conducted by John Naron, City Manager; John McAnelly, Mayor; and Rene Saenz, Public Works Director.

Statements of Qualifications (SOQs)/Requests for Qualifications (RFQs) were received from the following firms:

- Tompkins Engineering
- EAS Services
- Southwest Engineers
- Rakowitz Engineering & Surveying
- Garcia & Wright Consulting Engineers, Inc.
- RESPEC Company, LLC
- Trilogy Engineering Services, LLC
- 6S Engineering
- Schaumburg & Polk, Inc. (SPI)
- Kleinfelder
- Freeland & Turk, Inc.

Following review and evaluation of the submitted qualifications, the selection committee recommended Schaumburg & Polk, Inc. (SPI) to provide engineering services for the preparation and administration of the City's 2025-2026 Texas Community Development Block Grant (TXCDBG) Program application.

Council Member Jose "Porky" Ytuarte moved to approve the engineering services contract with Schaumburg & Polk, Inc. The motion was seconded by Council Member Makenna Lange. The motion carried unanimously.

13. **ADJOURN.**

There being no further business, a motion was made by Councilman Ytuarte to adjourn at 6:45 p.m., seconded by Councilwoman Lange.

ATTEST:



Julie Schneider
City Secretary





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City Council Communication

Title: DISCUSS AND CONSIDER APPROVAL OF THE MAYOR'S RE-APPOINTMENT OF ROSEMARY MARES TO SERVE ON THE EDC BOARD. (MAYOR MCANELLY)

Date: June 22, 2026 **From:**

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



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City Council Communication

Title: CONSIDERATION AND APPROVAL TO AMEND RESOLUTION NO. 474-26 AND TO AUTHORIZE THE MAYOR TO EXECUTE THE UPDATED CEO ASSURANCE FORM.

Date: June 22, 2026 **From:** Justin Soza

INFORMATION:

The City Council previously approved Resolution No. 474-26 on February 9, 2026. It was subsequently determined that additional language was required under the designation of the Finance Officer to ensure compliance with grant administration requirements. Additionally, authorization is needed for the Mayor to execute the updated CEO Assurance Form related to the grant.

The amended resolution includes the following additional language under the Finance Officer designation:

“The Financial Officer is given the authority to submit financial and/or programmatic reports and to alter a grant on behalf of the applicant agency.”

The requested language has been incorporated into the amended resolution, and the amendment further authorizes the Mayor and Chief of Police to execute the updated CEO Assurance Form on behalf of the City.

Staff recommends approval of the amended Resolution No. 474-26 as presented.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

Approve the amended Resolution No. 474-26 as presented, including authorization for the Mayor and Chief of Police to execute the updated CEO Assurance Form

MOTION:

I move to approve the amended Resolution No. 474-26 as presented, including authorization for the Mayor and Chief of Police to execute the updated CEO Assurance Form.

ATTACHMENTS:

1. Resolution 474-26 amendment
2. 2027 CEO-LE_Cert-Assurances_Form-Blank

STAFF CONTACTS:

Chief Soza

RESOLUTION No. 474-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS AUTHORIZED THE SUBMISSION OF AN APPLICATION FOR FINANCIAL ASSISTANCE TO THE OFFICE OF THE GOVERNOR FOR THE HONDO POLICE DEPARTMENT- OPERATION LONE STAR GRANT PROGRAM.

WHEREAS, The Hondo City Council finds it in the best interest of the citizens of Hondo, Texas that the Hondo Police Department- Operation Lone Star Grant Program-be operated from September 1, 2026 to August 31, 2027; and

WHEREAS, The Hondo City Council agrees that in the event of loss or misuse of the Office of the Governor funds, The Hondo City Council assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The Hondo City Council designates Justin Soza, Chief of Police, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

WHEREAS, The Hondo City Council designates Chris Hill, Finance Director, as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The Hondo City Council approves submission of the grant application for the Hondo Police Department- Operation Lone Star Grant Program to the Office of the Governor.

Signed by:

Passed and approved this 22nd of June, 2026

Attest:

John McAnelly, Mayor

Julie Schneider, City Secretary

Grant Number: 52012023



**Office of the Governor
Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form**

Entity Name: City of Hondo	Date: June 22, 2026
Agency/Department Name: Hondo Police Department	
Name of Chief Executive Officer: John McAnelly, Mayor	
Name of Head of Law Enforcement Agency: Justin Soza, Chief of Police	

Certification Required by CEO and Head of Law Enforcement Agency

In our respective capacities as chief executive officer of **City of Hondo** (“Grantee”) and as head of **Hondo Police Department** (“Agency”), we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2027 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (“DHS”) to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS.

We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2027 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency’s receipt or DHS’s issuance of detainer requests, or in any way limits or restricts Grantee’s and Agency’s full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); or (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

Signature
Chief Executive Officer for Grantee

Signature
Head of Agency



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City Council Communication

Title: DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION TO APPROVE THE SELECTION OF A RESPONDENT TO RFP NO. 26-005A FOR AVIATION FUEL SERVICES AND AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH THE SELECTED RESPONDENT. (RYAN ELDER, DIRECTOR OF AVIATION)

Date: June 22, 2026 **From:** Ryan Elder, Director of Aviation

INFORMATION:

Staff issued RFP #26-005A on April 30, 2026 with a closing date of May 28, 2026 for the review and selection of an Airport Fuel Supplier. The contract with our current fuel supplier (World Fuel) terminated on May 1, 2026. Staff received three (3) vendor submissions from; AEG Fuels, Titan & World Fuel. All vendors are qualified to perform and provide similar offerings with various perks.

Attached you will find a summary of costs including; price per gallon (with & w/o taxes/fees) based on prices set for May 12, 2026, credit card fees for each card supplier, lease cost for a 5,000gal Jet-A truck and any additional noted perks. The Airport currently leases a 3,000gal Jet-A truck for \$1,100/month.

World Fuel (current supplier) reflects the lowest price per/gal after fees and the lowest lease price for the upgraded 5,000gal truck, which is also a savings of \$4,200/year based on our current lease price.

FINANCIAL IMPACT:

- World Fuel Truck Lease - \$9,000/annum (\$4,200/annum decrease)
- Titan Truck Lease - \$15,000/annum (\$2,400/annum increase)
- AEG Truck Lease - \$31,320/annum (\$18,120/annum increase)
- Periodic Fuel Purchases

STAFF RECOMMENDATION:

Staff Recommends authorizing the City Manager to execute an agreement with World Fuel Services as the Airport Fuel Supplier

MOTION:

Motion to approve the City Manager to execute an agreement with World Fuel Services as the Airport Fuel Supplier

ATTACHMENTS:

1. Fuel_Supplier_Response_Summary

STAFF CONTACTS:

Ryan Elder
relder@hondo-tx.org

Name	Jet-A Price/Gal (pre-tax)	Jet-A w/ taxes and Fees	AVGas Price/Gal (pre-tax)	AVGas w/ taxes and Fees	Primary Supplier	Terminal Location(s)	5,000gal Retriever Cost	Additional Notes
AEG Fuels	\$3.98	\$4.23 + 33.25%*	\$4.94	\$5.13 + 36.25%*	Valero & Exxon	Pasadena/Baton Rouge	\$2,610/month	Unlimited NATA Training Fuel 24/7 Delivery On Boarding Fuel Brand Swag Addt. Equipment Leasing
*Surcharge Based on Gal's								
*Surcharge Based on Gal's								
Titan	\$3.79	\$4.26 + \$6.95	\$4.76	\$5.19 + \$6.95	UNK	SA/Deer Park	\$1,300/month	Free QA/QC Training- ACE-GA Fuel 24/7 Delivery
World Fuel	\$3.93	\$4.18	\$4.86	\$5.05	Phillips 66	Cedar Creek/Deer Park	\$750/month	NATA Reduced Training Cost Upgrade Fuel Station Sign to LED - No Cost Lowest Truck & Cost/ gallon

Credit Card Fees

	AEG	TTAN	World Fuel
	In-House 0%	In-House 0%	In-House 0%
Visa	2.40%	2.375%	2.35%
Mastercard	2.95%	2.375%	2.35%
AMEX	3.40%	3.25%	3.45%
Discover	3.45%	3.00%	3.50%
AIR Card (Retail)	3% - 4.50%	AIR Card (Retail)	UNK
AIR Card (Contract)	0%	UNK	0%
AVCard	2.90%	AVCard	0%



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City Council Communication

Title: DISCUSSION AND POSSIBLE ACTION TO APPROVE A SUPPLEMENTAL AGREEMENT WITH HOLBROOK ASPHALT, LLC IN AN AMOUNT NOT TO EXCEED \$376,904.91 FOR THE APPLICATION OF BONDED MATRIX OVERLAY ON CITY STREETS PURSUANT TO TIPS CONTRACT NO. 25010401, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT AND RELATED PROJECT DOCUMENTS. (JOHN NARON, CITY MANAGER)

Date: June 22, 2026

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. 25010401_CONTRACT_Trades_Kim_Neal
2. DOCS1-#358138-v3-TIPS_Supp_Hondo_Holbrook_Contract_6_3_2026

STAFF CONTACTS:

TIPS VENDOR AGREEMENT (Part 1)

TIPS RFP 250104 Trades, Labor, and Materials (PART 1)

The following Vendor Agreement (“Agreement”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Kim Neal & Associates, LLC

(ENTER ENTITY NAME)

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties for Part 1 of the related solicitation opportunity. If Vendor proposes and is awarded on Part 2, a separate Part 2 Vendor Agreement shall control Part 2 terms.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer’s jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS (“TIPS Members”) may elect to “piggyback” off of TIPS’ procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
ex
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
 - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
 - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a Part 1 “TIPS Solicitation” (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The Part 1 TIPS solicitation document resulting in this Agreement; (2) Any Part 1 addenda or clarifications issued in relation to the TIPS solicitation; (3) All Part 1 solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire Part 1 proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor’s Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor’s specific “Sale Terms” (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

- 6. Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
- 7. Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
- 8. TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
- 9. Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
- 10. Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
- 11. TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. Term of the Agreement. Term of the Agreement. This Agreement with TIPS is for approximately five years.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the “Term Calculation Start Date.”

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that “Award Notifications” are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated “Award Date” published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023, in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated “Award Date” published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial “five-year” term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

13. TIPS Pricing. Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS’ approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor’s TIPS Pricing for that TIPS Contract (“TIPS Pricing”). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor’s TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor’s pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor’s TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor’s TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor’s proposal, incorporated herein by reference.

14. Indemnification of TIPS. VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE “TIPS INDEMNITEES”) FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY’S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR’S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR’S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES’ ATTORNEY’S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS’ FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. Indemnification and Assumption of Risk – Vendor Data. VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR’S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR’S CONTACT INFORMATION, VENDOR’S BROCHURES AND COMMERCIAL INFORMATION, VENDOR’S FINANCIAL INFORMATION, VENDOR’S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT

LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) (“VENDOR DATA”) TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY’S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR’S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor’s cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor’s TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor’s goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor’s goods and services, should any arise.
18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor’s TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor’s Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov’t Code (the “Public Information Act”) or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor’s proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor’s proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor’s interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor’s acceptance of this TIPS Vendor Agreement constitutes Vendor’s consent to the disclosure of Vendor’s Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.
19. **Vendor’s Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller’s Name; (2) Vendor’s Name, as known to TIPS, and; (3) Vendor’s TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the

sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. Circumvention of TIPS Sales. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. State of Texas Franchise Tax. By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. Termination.

- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
- B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.
- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. Survival Clause. It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. 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 through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.
- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished

to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate
Automobile Liability: \$300,000 Includes owned, hired & non-owned
Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.
36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.
39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

42. Minimum Vendor Legal Requirements. Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. Minimum Site Requirements for TIPS Sales (when applicable to TIPS Sale).

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale 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, Vendor agrees that no employee of Vendor or a subcontractor 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 unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. 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: 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. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. Payment for TIPS Sales. TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. Marketing. Vendor agrees that any logos, images, photos, writing, audio, clip art, music, data, promotional documents, or any other information or intellectual property ("Vendor Property") approved or provided by Vendor for TIPS' use are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to allow TIPS use of Vendor Property. Vendor permits TIPS to use their name and logo to identify Vendor as a TIPS Awarded Vendor on the TIPS website only. All other use of Vendor's Property by TIPS shall require prior written Vendor approval. Any Vendor use of TIPS' logos, images, photos, writing, audio, clip art, music, data, promotional documents, or any other information or intellectual property ("TIPS Property") or reference to TIPS in marketing outreach requires Vendor to obtain prior written authorization from marketing@tips-usa.com which will not be unreasonably withheld. Vendor must execute a TIPS Marketing Waiver before specific, written authorization will be granted. For any marketing outreach taken by Vendor without proper TIPS' authorization and execution of the TIPS Marketing Waiver, **Vendor shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving:**

- i. **Infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', authorized resellers', subcontractors', or invitees') unauthorized use or distribution of Vendor Property.**
- ii. **Violations of privacy and data laws; and**
- iii. **Unauthorized use or distribution of TIPS Property.**

46. Tax Exempt Status of TIPS Members. Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. Automatic Renewal Limitation for TIPS Sales. No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement

shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

- 48. Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
- 49. Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
- 50. Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
- 51. Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS 250104 Trades, Labor, and Materials (Part 1)

Vendor Name: Kim Neal & Associates

Vendor Address: 5613 Lafayette Drive

City: Frisco State: Texas Zip Code: 75035

Vendor Authorized Signatory Name: Wes Blackwood

Vendor Authorized Signatory Title: Member

Vendor Authorized Signatory Phone: 214-682-5831

Vendor Authorized Signatory Email: knallcwb@outlook.com

Vendor Authorized Signature: Wes Blackwood Date: 1/6/25

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 04/22/2025



250104 Addendum 1

Kim Neal and Associates LLC

Supplier Response

Event Information

Number: 250104 Addendum 1
Title: Trades, Labor, and Materials (2 Part with JOC)
Type: Request for Proposal
Issue Date: 1/6/2025
Deadline: 2/21/2025 03:00 PM (CT)

Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

This is a two part solicitation. Part 1 is solicited for TIPS sales that are not considered a "public work" construction project. Part 1 permits the sale of goods and non-construction/non-"public work" services such as maintenance and minor repairs. Part 2 Job Order Contract (JOC) is solicited for projects considered by your TIPS Member Customers to be a "public work" construction project. The determination of whether or not a TIPS sale amounts to a "public work" construction project requiring a Part 2 JOC contract is made by the TIPS Member Customer at the time of each TIPS sale. Thus, Vendors are encouraged to respond to both Parts 1 and 2 in case your TIPS Member Customers require that a sale be made under one Part or the other. However, responding to both Parts is not required.

IF YOU CURRENTLY HOLD ANY TIPS CONTRACT IN THE "TRADES, LABOR, AND MATERIALS" CATEGORY, WHETHER PART 1 OR PART 2 OR BOTH, AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU ARE SEEKING A PART THAT YOU DO NOT ALREADY HAVE. (EXAMPLE: YOU HAVE PART 1 AND ARE NOW SEEKING PART 2).

IF YOU HOLD AN EXISTING TIPS "TRADES, LABOR, AND MATERIALS" CONTRACT AND YOU CHOOSE TO RESPOND TO THE SAME PART 1/PART 2 VERSION HEREIN, YOUR EXISTING TIPS "TRADES, LABOR, AND MATERIALS" CONTRACT WILL BE TERMINATED AND REPLACED BY THE NEW PART 1 OR PART 2 OF THIS CONTRACT.

ALSO IF YOU HOLD ANY OTHER TIPS CONTRACT OUTSIDE OF THE "TRADES, LABOR, AND MATERIALS" CATEGORY WHICH COVERS ALL OF YOUR CONSTRUCTION/TRADE OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

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

Kim Neal and Associates LLC Information

Address: 5613 Lafayette Drive
Frisco, TX 75035
Phone: (214) 682-5831
Fax: (972) 335-4038
Toll Free: (214) 682-5831
Web Address: www.KNAGCTexas.com

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

Wes Blackwood
Signature

knallcwb@outlook.com
Email

Submitted at 1/6/2025 03:08:35 PM (CT)

Requested Attachments

Pricing Form 1 (Part 1)

No response

If responding to Part 1, Pricing Form 1 (Part 1) must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2 (Part 1)

No response

If responding to Part 1, Pricing Form 2 (Part 1) must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents (Part 1)

No response

Optional. If responding to Part 1, when completing Pricing Form 1 (Part 1) & Pricing Form 2 (Part 1), you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that Part 1 documentation.

(3) Required Customer Reference Letters

Reference Letter DPISD
100924.pdf

Whether responding to Part 1, Part 2, or both. Vendor is required to upload three Customer Reference Letters from three separate customers as described herein. Vendor will be scored on the aggregate Reference Letters received from customers as described in the solicitation. Vendor must provide three current letters (issued within the 12 months preceding the date on which the solicitation was posted) from its customers verifying Vendor's customer service and reputation as described herein. (Ex. if the solicitation/bid posted on February 4, 2024, the letters must be dated on or after February 1, 2023). The letters must be issued from customers who have received goods or services from the Vendor or its current corporate officials, on entity/company letterhead, must specify its customer experience with Vendor, and must be signed by an authorized representative of the customer. TIPS Reference Forms from past bids will no longer be accepted.

Required Confidentiality Claim Form

250104 Required Confidentiality
Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Current Form W-9

KNA W-9 2024.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Vendor Agreement (Part 1)

No response

If responding to Part 1, the Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 1), Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form (Part 1)*No response*

If responding to Part 1 the Vendor Agreement Signature Form (Part 1) must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 1), Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Optional Xactimate Response Attachment (Part 2)*No response*

<p style="text-align: justify;">If proposing on Part 2, this pricing method is optional and CANNOT be used instead of the required RS Means Pricing on Part 2. RS Means Pricing is required on Part 2 but Vendor may submit this pricing option in addition to the required RS Means Pricing and the two pricing scores will be averaged for Part 2. If desired, the Optional Additional Xactimate Pricing Form (Part 2) may be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location. </p>

Part 2 Required Bonding Capacity Letter*No response*

If proposing on Part 2, Vendor is required to upload a Bonding Capacity Letter from its surety, as described herein, at this location. Please see the attachment entitled "Instructions and Sample - Part 2 Required Bonding Capacity Letter" for complete instructions. . On Part 2, Vendor will be scored on the aggregate bonding capacity displayed in the accepted letter. Vendor must provide a current letter (issued on or after the first day of the month preceding the date on which the solicitation was posted) from its surety verifying Vendor's bonding capacity as described herein. (Ex. if the solicitation/bid posted on February 4, 2022, the letter must be dated on or after January 1 2022. The letter must be issued from Vendor's Surety companies, on surety company letterhead, must specify the maximum bonding capacity of the Vendor, and must be signed by an authorized representative of the surety company. The issuing surety must be authorized to do business in the State of Texas and must be listed on the Department of the Treasury's Listing of Approved Sureties (Department Circular 570).

Vendor Agreement (Part 2)*No response*

If responding to Part 2, the Vendor Agreement (Part 2) must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 2), Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form (Part 2)*No response*

If responding to Part 2, the Vendor Agreement Signature Form (Part 2) must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 2), Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Certificates & Licenses (Supplemental Vendor Information Only)*No response*

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)*No response*

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)*No response*

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

No response

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Bid Attributes

1	<p>Disadvantaged/Minority/Women Business & Federal HUBZone</p> <p>Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?</p> <p>If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.</p> <p><input type="text" value="NO"/></p>
2	<p>Historically Underutilized Business (HUB)</p> <p>Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?</p> <p>If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.</p> <p><input type="text" value="No"/></p>
3	<p>National Coverage</p> <p>Can the Vendor provide its proposed goods and services to all 50 US States?</p> <p><input type="text" value="Yes - All 50 States"/></p>
4	<p>States Served</p> <p>If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.</p> <p><input type="text" value="No response"/></p>

5	Description of Vendor Entity and Vendor's Goods & Services If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing. <input type="text" value="General Contracting services of all kinds specializing in MEP, HVAC, Lighting, and energy /water/resource efficiency."/>
6	Primary Contact Name Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract. <input type="text" value="Wes Blackwood"/>
7	Primary Contact Title Primary Contact Title <input type="text" value="Member"/>
8	Primary Contact Email Please enter a valid email address that will definitely reach the Primary Contact. <input type="text" value="knallcwb@outlook.com"/>
9	Primary Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. <input type="text" value="2146825831"/>
10	Primary Contact Fax Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="No response"/>
11	Primary Contact Mobile Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="2146825831"/>
12	Secondary Contact Name Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract. <input type="text" value="Kim Blackwood"/>
13	Secondary Contact Title Secondary Contact Title <input type="text" value="Member"/>
14	Secondary Contact Email Please enter a valid email address that will definitely reach the Secondary Contact. <input type="text" value="kimblkwd21@aim.com"/>

1 5	<p>Secondary Contact Phone</p> <p>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).</p> <p>Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.</p> <input type="text" value="9724157021"/>
1 6	<p>Secondary Contact Fax</p> <p>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).</p> <input type="text" value="No response"/>
1 7	<p>Secondary Contact Mobile</p> <p>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).</p> <input type="text" value="9724157021"/>
1 8	<p>Administration Fee Contact Name</p> <p>Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.</p> <input type="text" value="Wes Blackwood"/>
1 9	<p>Administration Fee Contact Email</p> <p>Please enter a valid email address that will definitely reach the Administration Fee Contact.</p> <input type="text" value="knallcwb@outlook.com"/>
2 0	<p>Administration Fee Contact Phone</p> <p>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).</p> <input type="text" value="2146825831"/>
2 1	<p>Purchase Order and Sales Contact Name</p> <p>Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.</p> <input type="text" value="Wes Blackwood"/>
2 2	<p>Purchase Order and Sales Contact Email</p> <p>Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.</p> <input type="text" value="knallcwb@outlook.com"/>
2 3	<p>Purchase Order and Sales Contact Phone</p> <p>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).</p> <input type="text" value="2146825831"/>
2 4	<p>Company Website</p> <p>Company Website (Format - www.company.com)</p> <input type="text" value="No response"/>

25	Entity D/B/A's and Assumed Names You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9. In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="No response"/>
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26	Primary Address Primary Address <input type="text" value="5613 Lafayette Drive"/>
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27	Primary Address City Primary Address City <input type="text" value="Frisco"/>
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28	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="Texas"/>
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29	Primary Address Zip Primary Address Zip <input type="text" value="75035"/>
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30	Search Words Identifying Vendor Please list all search words and phrases to be included in the TIPS database related to your entity. Do not list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation. <input type="text" value="HVAC MEP Electrical Controls Efficiency General Contractor Bond Planning Fire Alarm Security Systems Window Film Security Fencing Chillers"/>
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31	Certification of Vendor Residency (Required by the State of Texas) Does Vendor's parent company or majority owner: (A) have its principal place of business in Texas; or (B) employ at least 500 persons in Texas? Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award. <input type="text" value="Yes"/>
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32	Vendor's Principal Place of Business (City) In what city is Vendor's principal place of business located? <input type="text" value="Frisco"/>
-----------	--

3 **Vendor's Principal Place of Business (State)**

3 In what state is Vendor's principal place of business located?

Texas

3 **Vendor's Years in Business**

4 How many years has the business submitting this proposal been operating in its current capacity and field of work?

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3 **Certification Regarding Entire TIPS Agreement for Part 1 and Part 2 Contracts**

5 This is a two part solicitation. Part 1 is solicited for TIPS sales that are not considered a "public work" construction project. Part 1 permits the sale of goods and non-construction/non-"public work" services such as maintenance and minor repairs. Part 2 Job Order Contract (JOC) is solicited for projects considered by your TIPS Member Customers to be a "public work" construction project. The determination of whether or not a TIPS sale amounts to a "public work" construction project requiring a Part 2 JOC contract is made by the TIPS Member Customer at the time of each TIPS sale. Thus, Vendors are encouraged to respond to both Parts 1 and 2 in case your TIPS Member Customers require that a sale be made under one Part or the other. However, responding to both Parts is not required. If Vendor responds and is awarded to both Parts, Vendor will have one contract for Part 1 and a separate contract for Part 2.

Vendor agrees that, if awarded, Vendor's final TIPS Contract(s), for either Part 1, Part 2, or both Parts, will consist of the provisions set forth in the corresponding finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in the Agreement; (2) Any addenda or clarifications issued in relation to the corresponding TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the corresponding TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

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Minimum Percentage Discount Offered to TIPS Members on all Part 1 Goods and Services (READ CAREFULLY)

Please read thoroughly and carefully as an error on your response can render your Part 1 contract award unusable. If you are not proposing on Part 1, you must still respond to proceed but it will not apply to you unless you decide to propose and are awarded on Part 1.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

If awarded on Part 1, what is the minimum percentage discount that you can offer TIPS Members off of all Part 1 goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your Part 1 "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published Part 1 "Catalog Pricing" (website/store/published pricing) for "Material A" is \$100 and for "Material A Maintenance Service" is \$100. In this example, you must sell those items under the Part 1 TIPS Contract at the proposed 10% discounted price of: "Material A" - \$90, "Material A Maintenance Service" - \$90. In year two of your TIPS Contract, you update your Part 1 "Catalog Pricing" with the market. You add "Material B" to your "Catalog Pricing" for \$200 and have increased the price of "Material A" to \$110 and the price of "Material A Maintenance Service" to \$110. In this example, after the Part 1 "Catalog Pricing" update, you must still sell those items under the Part 1 TIPS Contract at the proposed 10% discounted price of: "Material A" - \$99, "Material A Maintenance Service" - \$99, and "Material B" - \$180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all Part 1 goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

If awarded on Part 1, what is the minimum percentage discount that you can offer TIPS Members off of all Part 1 goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

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Honoring Vendor's Part 1 Minimum Percentage Discount

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all Part 1 goods and services sold under the TIPS Contract. If proposing on Part 1, points will be assigned for your response and scoring of your Part 1 proposal will be affected. On your Part 1 evaluation, a "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points. If you are not proposing on Part 1, you must still answer to proceed but this term will not apply to you or affect your scoring unless you decide to propose and are awarded on Part 1.

If awarded on Part 1, does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

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Volume and Additional Discounts

In addition to the Part 1 Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

If proposing on Part 1, point(s) may be assigned for your response in the Part 1 category of "Pricing" during scoring and evaluation. If you are not proposing on Part 1, you must respond to proceed but no points will be assigned for your response.

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Part 1 "Catalog Pricing" and Pricing Requirements

This is a requirement of the Part 1 TIPS Contract and is non-negotiable. If you are not proposing on Part 1, you must still agree to proceed but it will not apply to you unless you decide to propose and are awarded on Part 1.

In this solicitation and resulting contract, Part 1 "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

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

If awarded on Part 1 of this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

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REQUIRED FOR PART 2 - Vendor's Regular Hours RS Means Coefficient

What is Vendor's Regular Hours RS Means Coefficient? **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

The RS Means Price Book is a unit price book adjusted for different geographic areas by using the City Cost Index for each location. You may visit <https://www.rsmeans.com> for more information.

You must review the TIPS Part 2 RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab prior to responding herein.

To propose the RS Means Price Book pricing exactly, Vendor would insert a 1.0 as their Regular Hours RS Means Coefficient below, to propose a 5% discount off of the RS Means Price Book Vendor would insert a .95 as their Regular Hours RS Means Coefficient below. To see the full scoring rubric and use TIPS scoring calculator, please view the TIPS RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab.

Insert Vendor's Regular Hours RS Means Coefficient below. **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

4
1 **REQUIRED FOR PART 2 - Vendor's After-Hours RS Means Coefficient**

What is Vendor's After-Hours RS Means Coefficient? **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

The RS Means Price Book is a unit price book adjusted for different geographic areas by using the City Cost Index for each location. You may visit <https://www.rsmeans.com> for more information.

You must review the TIPS Part 2 RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab prior to responding herein.

The most common After-Hours RS Means Coefficient is "time-and-a-half" of the standard RS Means Unit Price Book. For example, if Vendor's Regular Hours Coefficient above is .95, Vendor would assert an After-Hours RS Means Coefficient of 1.45 for "time-and-a-half" pricing. To see the full scoring rubric and use TIPS scoring calculator, please view the TIPS RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab.

Insert Vendor's After-Hours RS Means Coefficient below. **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

4
2 **REQUIRED FOR PART 2 - Vendor's Percentage Markup of Items not Pre-Priced within the RS Means Price Book**

Here, Vendor must enter a percentage, not a coefficient. **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

If Vendor sells items which cannot be found in the RS Means Price Book, at what Percentage Markup does Vendor agree to sell those Non Pre-Priced items? This is a maximum Percentage Markup and Vendor may always offer customers a lesser markup.

Example: In this example, Vendor is selling a project to a TIPS Member school district and some of the contract pricing for special materials cannot be verified because it cannot be found in the RS Means Price book. Vendor may sell those specialty items to the Member this percentage markup from cost. In this example, if one of the specialty items cost Vendor \$100 from the manufacturer and Vendor proposed a Percentage Markup of 30% here, then Vendor could sell the item to the TIPS Customer for \$130.00 or less in this example.

Vendor must provide TIPS with manufacturer documentation reflecting the cost of any non pre-priced item at the time of the TIPS sale so that TIPS can verify that the proposed percentage markup is being honored.

What is Vendor's Percentage Markup of items not Pre-Priced within the RS Means Price Book? **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

4 **REQUIRED FOR PART 2 - TIPS Pricing and Line Item Estimate Pricing Requirements**

3 This is a requirement of the Part 2 TIPS Contract and is non-negotiable. If you are not proposing on Part 2, you must still agree to proceed but it will not apply to you unless you decide to propose and are awarded on Part 2.

Vendor must respond to the required pricing attributes above seeking RS Means coefficients and a percentage markup if seeking to propose on Part 2.

If awarded on Part 2 of this TIPS Contract, for the duration of the contract, Vendor agrees to provide a RS Means line-item estimate to TIPS for each anticipated Part 2 TIPS project or sale. Or, in limited circumstances in contracts where Xactimate pricing is also expressly permitted and Vendor also submits Xactimate pricing under Part 2, Vendor may instead provide an Xactimate line-item estimate to TIPS. However, Vendor agrees that when a TIPS Member Customer seeks a quote for a Part 2 TIPS sale, Vendor will always supply a line-item estimate to TIPS for review and approval.

4 **EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS**

4 Vendor agrees that, if awarded, Vendor's final TIPS Part 1 and/or Part 2 Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The corresponding TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the corresponding TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the corresponding TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

4
5 **TIPS Sales Reporting Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

4
6 **TIPS Administration Fee Requirement and Acknowledgment**

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

4
7 **TIPS Member Access to Vendor Proposal & Documentation**

This is a requirement of the TIPS Contract and is non-negotiable.

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

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Non-Collusive Bidding Certificate

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This 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 modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves 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;

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Antitrust Certification Statements (Tex. Government Code § 2155.005)

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;
- (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;
- (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

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Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272

This is a requirement of the TIPS Contract and is non-negotiable.

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and **if Vendor enters into a construction contract with a Texas TIPS Member** under this procurement, Vendor certifies compliance.

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1

Required Confidentiality Claim Form

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form. If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

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2

Non-Discrimination Statement and Certification

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs). Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

Yes, I certify

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3

Limitation of Vendor Indemnification and Similar Clauses

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

Yes, I Agree

5 4	<p>Alternative Dispute Resolution Limitations</p> <p>This is a requirement of the TIPS Contract and is non-negotiable.</p> <p>TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.</p> <p>Does Vendor agree?</p> <p><input type="text" value="Yes, Vendor agrees"/></p>
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5 5	<p>No Waiver of TIPS Immunity</p> <p>This is a requirement of the TIPS Contract and is non-negotiable.</p> <p>Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.</p> <p>Does Vendor agree?</p> <p><input checked="" type="checkbox"/> Yes, Vendor agrees</p>
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5 6	<p>Payment Terms and Funding Out Clause</p> <p>This is a requirement of the TIPS Contract and is non-negotiable.</p> <p>Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.</p> <p>Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.</p> <p>Does Vendor agree?</p> <p><input checked="" type="checkbox"/> Yes, Vendor agrees</p>
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5 7	<p>Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)</p> <p>Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.</p> <p>Does Vendor certify?</p> <p><input type="text" value="Yes, Vendor certifies"/></p>
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58 Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)

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

When applicable, does Vendor certify?

Yes, Vendor certifies

59 Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

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Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association."

"Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association."

When applicable, does Vendor certify?

Yes, Vendor certifies

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1

Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

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Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

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3

Felony Conviction Notice - Texas Education Code 44.034

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation."

Vendor certifies one of the following:

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;
- B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

64 Felony Conviction Notice - Texas Education Code 44.034 - Continued

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

No response

65 Conflict of Interest Questionnaire Requirement

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

- (1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of our local governmental entity.
- (4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

66 Conflict of Interest Questionnaire Requirement - Form CIQ - Continued

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

67 Upload of Current W-9 Required

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

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

68 Regulatory Good Standing Certification

Does Vendor certify that its entity is in good standing with all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

6 **Regulatory Good Standing Certification - Explanation - Continued**

9 If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

7 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
0 **Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

7
1 **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

7
2 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

**7
3** Certification Regarding "Choice of Law" Terms with TIPS Members

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
4** Certification Regarding "Venue" Terms with TIPS Members

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
5** Certification Regarding "Automatic Renewal" Terms with TIPS Members

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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6 **Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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7 **Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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8 **2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

7 9	2 CFR Part 200 or Federal Provision - Prohibition of Cost Plus Contracts paid with federal funds which exceed the simplified acquisition threshold currently set at \$250,000 (2 CFR 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, may not utilize a cost plus percentage of cost and percentage of cost method of contract pricing. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members for a TIPS Sale resulting from this procurement process which exceeds the simplified acquisition threshold, Vendor shall not utilize a cost plus a percentage of cost and percentage of cost method of contract pricing for that expenditure. If Vendor fails to certify and proposes a Cost Plus Markup Method of pricing anywhere in their proposal, Vendor will not be listed as federally/EDGAR compliant for TIPS purposes. Does Vendor certify? <input type="text" value="Yes, Vendor agrees."/>
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8 0	2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) Accepting such funds often requires additional required certifications and responsibilities for Vendor. The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members. If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds? <input type="text" value="Yes"/>
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8 1	2 CFR Part 200 or Federal Provision - Contracts Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve 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? <input type="text" value="Yes, Vendor agrees"/>
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2 CFR Part 200 or Federal Provision - Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

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2 CFR Part 200 or Federal Provision - Clean Air Act

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

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

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2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

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5 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

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 the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). 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.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

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6 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

8
7 **2 CFR Part 200 or Federal Provision - Federal Rule**

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies

8 **2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with these provisions?

Yes, Vendor certifies

8 **2 CFR Part 200 or Federal Provision - Rights to Inventions**

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

Yes, Vendor certifies

90 2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

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

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

Does Vendor Certify?

Yes, Vendor certifies

91 2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes, Vendor certifies

9 2 **2 CFR Part 200 or Federal Provision - Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

9 3 **2 CFR Part 200 or Federal Provision - Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

9 4 **2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance**

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

**9
5** 2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

**9
6** 2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

**9
7** 2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

98 **2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

99 **2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations**

For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

100 **2 CFR Part 200 or Federal Provision - Record Retention Requirements**

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

101 **2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

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2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

Yes, Vendor certifies

1
0
3

ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

SUPPLEMENTAL AGREEMENT
BETWEEN THE CITY OF HONDO AND HOLBROOK ASPHALT LLC
FOR THE APPLICATION OF BONDED MATRIX OVERLAY ON CITY OF HONDO STREETS
PURSUANT TO TIPS CONTRACT NO. 25010401

This General Services Contract for Application of Bonded Matrix Overlay on City Streets (the “Contract”) is made and entered into, by and between the City of Hondo, 1600 Avenue M, Hondo, Texas 78861 (the “City”) and Holbrook Asphalt, LLC (the “Contractor”) and having its principal place of business at 1545 E. Commerce Drive Saint George, UT 84790, jointly referred to as the “Parties,” for the following work described in the Purchase Order attached as Exhibit “A” and the locations as Exhibit “A-1.”

WITNESSETH:

WHEREAS, pursuant to Texas Local Government Code Section 271.102, the City of Hondo, as a member of The Interlocal Purchasing System (“TIPS”), utilized its cooperative purchasing authority under TIPS Contract No. 25010401 (Trades, Labor, and Materials) for the installation of a matrix voided aggregate layer in combination with a moisture impermeable barrier to resist water intrusion and oxidative damage; and

WHEREAS, the City executed a TIPS Assignment of Contract Acknowledgment Form acknowledging the assignment of the TIPS awarded Vendor Agreement No. 25010401 between TIPS and Kim Neal & Associates, LLC to Contractor, as reflected in Exhibit “B” and Exhibit “C”, respectively, attached hereto; and

WHEREAS, on April 24, 2026, TIPS, Kim Neal & Associates, LLC, and Contractor executed a Limited Assignment of TIPS Awarded Contract No. 25010401-2320 as reflected in Exhibit “D” attached hereto, and on May 15, 2026, the parties executed a Specific Project Approval for TIPS Vendor Contract Assignment, as reflected in Exhibit “E” attached hereto;

WHEREAS, the City has authorized the Project described in the Purchase Order attached hereto as Exhibit “A”, including the application of bonded matrix overlay on designated City streets, for a total project amount not to exceed \$376,904.91; and

WHEREAS, pursuant to the TIPS Vendor Agreement No. 25010401, the Limited Assignment of TIPS Awarded Contract No. 25010401-2320, the Specific Project Approval, and the other applicable TIPS assignment documents, the City desires to engage Contractor to perform the Work described in Exhibit “A”; and

WHEREAS, Section 8 of TIPS Vendor Contract No. 25010401 contemplates supplemental agreements between a TIPS Member and the vendor to address project-specific terms, including insurance, bonding, scope of work, delivery requirements, fees, and other contract administration matters; and

WHEREAS, the City and Contractor desire to enter into this Supplemental Agreement to establish the project-specific terms and requirements applicable to the application of bonded matrix overlay on City streets authorized under the Specific Project Approval for TIPS Vendor Contract Assignment dated May 15, 2026; and

WHEREAS, the Contractor has agreed to perform the Project and furnish all labor, materials, equipment, and services necessary to complete the Work in accordance with the terms and conditions of this Supplemental Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and the Contractor do hereby agree as follows:

- 1. Scope of Work.** The services to be performed by the Contractor are specified in **Exhibit “A”, Exhibit “A-1”, and Exhibit “A-2”** to this Contract, which are attached and incorporated herein under the terms and conditions of this Contract (the “Work” or “Project”). All Work shall be performed in compliance with the terms, conditions, obligations, warranties and specifications of this Contract, the applicable TIPS Contract No. 25010401, the Limited Assignment of TIPS Awarded Contract No. 25010401-2320, the Specific Project Approval, and all applicable laws and regulations.

The Work consists generally of the installation of a matrix voided aggregate layer in combination with a moisture impermeable barrier to resist water intrusion and oxidative damage on designated City streets identified in Exhibit “A” and Exhibit “A-1”

The Work to be performed under this Agreement is limited to the Project described in Exhibit “A”, Exhibit “A-1”, Exhibit “A-2”, and the Specific Project Approval for TIPS Vendor Contract Assignment. The City reserves the right to adjust project quantities and locations as necessary to complete the Project, provided that all work remains within the scope of the Project and the total compensation does not exceed the Contract amount without a written amendment.

- 2. Amendment.** Any changes to this Contract shall be by written amendment and executed by both Parties.
- 3. Pricing and Limit of Payments.** The Work shall be performed complete in place at the unit prices identified in **Exhibit “A-2,”** which is attached hereto and incorporated herein for all purposes. Contractor shall invoice the City monthly based upon the square yards completed and accepted during the preceding month in accordance with the pricing set forth in **Exhibit “A-2.”** Payments under this Contract shall not exceed **Three Hundred Seventy-Six Thousand Nine Hundred Four Dollars and Ninety-One Cents (\$376,904.91)** without a written amendment executed by both Parties. The City reserves the right to adjust, remove, or add project locations as necessary to complete the Project without an increase in the Contract amount, provided that the total square yardage and total compensation do not exceed the Contract amount. Any increase in the total square yardage or Contract amount shall require a written amendment in accordance with Section 2 of this Agreement.
- 4. Period of Performance.** The term of this Agreement shall commence upon execution by the City and shall continue through completion of the Project described in Exhibit “A” and final payment by the City. Any additional projects or services beyond the scope of the approved Project shall require a separate written authorization, amendment, or other documentation as may be required by the applicable TIPS contract, assignment documents, and City procurement requirements.
- 5. Incorporation by Reference.** The City and Contractor incorporate all recitals into this contract. The City and Contractor hereby incorporate the attached heretofore Contract Documents as follows: TIPS Assignment of Contract Acknowledgement Form; TIPS Vendor Contract No. 25010401; Limited Assignment of TIPS Awarded Contract No. 25010401-2320; and Specific Project Approval for TIPS

Vendor Contract Assignment, attached hereto as Exhibits "B" through "E", respectively.

6. **Gratuities & Bribes.** Contractor certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or its agent or representative, to any City officer, employee, or elected representative, with respect to this Contract or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the Contract.
7. **Required Licenses.** Contractor certifies that they hold all licenses required by the federal government and the State of Texas for a provider of the goods and/or services described by the Scope of Work herein. Services must be performed with the professional skill and care ordinarily provided by competent professionals (e.g., licensed engineers or registered architects) practicing in the same or similar locality and under the same or similar circumstances and professional license.
8. **Authority to Enter Contract.** The individual signing this Contract on behalf of the Contractor acknowledges that they are authorized to do so and said individual further warrants that they are authorized to commit and bind the Contractor to the terms and conditions of this Contract.
9. **Anti-Boycott of Energy Companies.** Contractor verifies that it does not boycott energy companies and will not boycott energy companies during the Term of this Contract, as those terms are defined by Texas Government Code Chapter 2274. This provision includes a company with 10 or more full-time employees and a contract that has a value of \$100,000 or more to be paid wholly or partly from the entity's public funds, as well as a sole proprietorship as a contractor for purposes of this prohibition.
10. **Nondiscrimination Against Firearm & Ammunition Industries.** Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the Term of this Contract against a firearm entity or firearm trade association, as those terms are defined by Texas Government Code Chapter 2274.
11. **Public Information.** The requirements of Texas Government Code Chapter 552, Subchapter J, may apply to this Contract and the Contractor or its agents agrees that the Contract may be terminated if the Contractor or its agents knowingly or intentionally fail to comply with a requirement of that subchapter. The Contractor is required to:
 - (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the City for the duration of the Contract;
 - (2) promptly provide to the City any contracting information related to the Contract that is in the custody or possession of the entity on request of the governmental body; and
 - (3) on completion of the Contract, either:
 - i) provide at no cost to the City all contracting information related to the Contract that is in the custody or possession of the Contractor; or
 - ii) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the City.
12. **Confidentiality.** Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law is invalid. (Texas Government Code Chapter 552).

13. Independent Contractor. The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of City or the Contractor. It is understood and agreed by the Parties that the Contractor is an independent contractor retained for the services described in Exhibit "A", attached and incorporated herein. The City will not control the manner or the means of the Contractor's performance but shall be entitled to work product as detailed in Exhibit "A". No provision of this Contract or act of City in performance of the Contract shall be construed as making the Contractor the agent, servant or employee of the City, the State of Texas or the United States government. This Contract does not create a joint venture. Services performed by the Contractor under this Contract are solely for the benefit of the City. Nothing contained in this Contract creates any duties on the part of the Contractor toward any person not a party to this Contract. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee-related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

14. Subcontracts & Assignments. Contractor may utilize the services of specialty subcontractors on those parts of the work which under normal contracting practices are performed by specialty subcontractors. Contractor shall not award any work to any subcontractor until Contractor submits to the City a written statement concerning the proposed award to the subcontractor which statement shall contain such information as the City may require. The Contractor acknowledges that the City is not liable to any subcontractor or assignee of the Contractor. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors. Nothing contained herein shall create any contractual or employment relations between any Subcontractor and the City. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Contract as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices and comply with all laws and regulations applicable to the furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, City shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations. Nothing contained herein shall create any contractual relationship between any subcontractor and the City. Contractor may not assign this Contract or any material right hereunder without the prior written consent of the City, except as otherwise authorized by the TIPS assignment documents incorporated herein.

15. Payment Provisions. The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Texas Government Code Chapter 2251. The City reserves the right to modify any amount due on an invoice that has been presented by the Contractor to the City if necessary to conform the amount to the terms of the Contract. Invoices must be sent to the following address to assure timely processing:

City of Hondo, Texas - Public Works
Attn: Rene Saenz, Director of Public Works
1600 Avenue M
Hondo, Texas 78861
(830) 741-5077
rsaenz@hondo-tx.org.

16. Abandonment or Default. A Contractor who abandons or defaults the work on the contract and causes the City to purchase goods, materials or services elsewhere may:

- (a) be charged for any increased cost of goods, materials and/or services related thereto;
- (b) be considered disqualified in any re-advertisement of the service; and
- (c) not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

17. Compliance With Other Laws. This Contract shall be considered an executed certification that the Contractor will comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court, administrative bodies or tribunals in any matter affecting the performance of the Contract, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful Contractor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

18. INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, ATTORNEY'S FEES AND ANY AND ALL OTHER COSTS OR FEES (WHETHER GROUNDED IN CONSTITUTIONAL LAW, TORT, CONTRACT, OR PROPERTY LAW, OR RAISED PURSUANT TO LOCAL, STATE OR FEDERAL STATUTORY PROVISION), ARISING OUT OF THE PERFORMANCE OF THE CONTRACT AND/OR ARISING OUT OF A WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR ITS OFFICERS, AGENTS, AND EMPLOYEES. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON, AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, OR ALLEGED TO BE CAUSED BY, THE NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACTOR AND ANY EMPLOYEE OR SUB- CONTRACTOR OF THE CONTRACTOR SHALL NOT BE CONSIDERED AN EMPLOYEE OF THE CITY. THE CONTRACTOR SHALL NOT BE WITHIN PROTECTION OR COVERAGE OF THE CITY'S WORKERS' COMPENSATION INSURANCE, HEALTH INSURANCE, LIABILITY INSURANCE OR ANY OTHER INSURANCE THAT THE CITY FROM TIME TO TIME MAY HAVE IN FORCE AND EFFECT. CITY SPECIFICALLY RESERVES THE RIGHT TO REJECT ANY AND ALL CONTRACTOR'S EMPLOYEES, REPRESENTATIVES OR SUB-CONTRACTORS AND/OR THEIR EMPLOYEES FOR ANY CAUSE, SHOULD THE PRESENCE OF ANY SUCH PERSON ON CITY PROPERTY OR THEIR INTERACTION WITH CITY EMPLOYEES BE FOUND NOT IN THE BEST INTEREST OF THE CITY OR IS FOUND TO INTERFERE WITH THE EFFECTIVE AND EFFICIENT OPERATION OF THE CITY'S WORKPLACE. THIS PARAGRAPH IS SUBJECT

TO THE LIMITATIONS OF TEXAS LAW.

19. Disclosure of Interested Parties (Form 1295). To the extent required by Section 2252.908, Texas Government Code, Contractor shall comply with the disclosure requirements established by the Texas Ethics Commission. Under the provisions of this statute:

- (1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;
- (2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission that includes:
 - a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and
 - b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

20. Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex. Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, this statute applies to contracts for goods and services that:

- (1) are between the City and a company with 10 or more full-time employees; and
- (2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

21. Sovereign Immunity. Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgment of the provision within the Contract.

22. Titles Not Restrictive. The titles assigned to the various Articles of this Contract are for convenience only. Titles shall not be considered restrictive of the subject matter of any article, or part of this Contract.

23. Iran, Sudan, and Foreign Terrorist Organizations. The signatory executing the Contract on behalf of Contractor represents that neither Contractor nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Texas Government Code Sections 2252.153 or 2270.0201, and posted on such officer's internet website.

The foregoing representation is made solely to comply with Texas Government Code Section 2252.152, and to the extent such section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

24. Discrimination. The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.

25. Notices. Notifications shall be sent to the Contractor to the address and point of contact as follows:

Holbrook Asphalt, LLC
Attn: Chris Rasmussen
1545 E. Commerce Drive
St. George, UT 84790
(435) 272-4013
chris@holbrookasphalt.com

with a copy to:

Holbrook Asphalt, LLC
Attn: Michael Davidson, General Counsel
1545 E. Commerce Drive
St. George, UT 84790
(435) 627-5634
mike.davidson@holbrookasphalt.com

Notifications shall be sent to the City to the address and point of contact as follows:

City of Hondo
Attn: John Naron, City Manager
1600 Avenue M
Hondo, Texas 78861

26. Force Majeure. It is expressly understood and agreed by both parties that, if the performance of any provision of a contract resulting from this procurement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances that are reasonably beyond the control of the party obligated or permitted under the terms of the contract to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.

27. Performance and Payment Bonds. Contractor shall furnish Performance and Payment Bonds, each in the amount of Three Hundred Seventy-Six Thousand Nine Hundred Four Dollars and Ninety-One Cents (\$376,904.91), as security for the faithful performance of the Work and payment of all labor, materials, equipment, and supply obligations arising under the Contract Documents. These Bonds shall remain in effect until final completion and acceptance of the Project and for such additional period as may be required by applicable law, the Contract Documents, or any warranty obligations applicable to the Work. All Bonds shall be in the forms prescribed by Law or Regulation and on the Forms provided in **Exhibit "F"** to this Contract and be executed by such sureties as authorized to do business in the State of Texas and listed in the current Federal Circular 570 as authorized to issue bonds. All Bonds signed by an agent ("attorney in fact") must be accompany by a certified copy of the authority to act on behalf of the surety. Contractor and its surety understand that the Bonds shall automatically be increased in the amount of any additive Amendment signed by the City and Contractor. Contractor shall supply said Bonds to the City for approval not later than five (5) days after the date of execution of this Contract. The Bonds shall be in the form required by the City and shall name the City as obligee. Contractor's failure to provide Bonds shall constitute a material breach of the Contract, entitling the City to terminate the Contract and to exercise all rights, remedies and recoveries under the Contract Documents, at law and in equity. All refunds, if any, from any such premiums shall accrue to the City. Upon the request of any person or entity appearing to be a potential beneficiary of Bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the Bonds or shall authorize a copy to be furnished.

If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent, or its right to do business in Texas is terminated or it ceased to meet the requirements herein, Contractor shall within five (5) calendar days thereafter substitute another Bond and surety, both of which must be acceptable by the City.

28. Insurance. Contractor shall maintain throughout the term of this Agreement insurance coverage meeting or exceeding the following minimum requirements:

- (a) Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
- (b) Automobile Liability Insurance covering owned, hired, and non-owned vehicles with limits of not less than \$1,000,000 combined single limit;
- (c) Workers' Compensation Insurance as required by Texas law and Employer's Liability Insurance with limits of not less than \$500,000;
- (d) Umbrella or Excess Liability Insurance with limits of not less than \$1,000,000 per occurrence and aggregate.

The City of Hondo, its officers, officials, employees, and agents shall be named as Additional Insureds on the Commercial General Liability and Automobile Liability policies. Such insurance shall be primary and non-contributory with respect to any insurance maintained by the City. Contractor shall provide certificates of insurance and all required endorsements evidencing compliance with this Section prior to commencement of the Work and throughout the term of this Agreement. Certificates and endorsements shall be attached as Exhibit "G."

29. Termination. The City may terminate the Contract by giving Contractor notice in writing in accordance with section 26 hereto for cause or convenience. Upon delivery of such notice by the City to Contractor, Contractor shall discontinue all services in connection with the performance of the Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, Contractor shall submit a statement, showing in detail the services performed under this Contract to the date of the termination. The City shall then pay Contractor that portion of the prescribed charges which the services actually performed under this Contract bear to the total services call for under this Contract less such payments on account of the changes as have been previously made. Copies of all completed designs, plans, and specifications prepared under this Contract shall be delivered to the City when and if this Contract is terminated.

30. Changes & Amendments. Any alterations, additions, or deletions to the terms of this Contract, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

To ensure the legal and effective performance of this Contract, both parties agree that any amendment that affects the performance under this Contract must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Contract and shall be binding upon the parties as if written herein.

31. Governing Law & Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Medina County, Texas.

32. Attorney's Fees. In the event of a breach of this Agreement, the non-breaching Party shall be entitled to recover reasonable attorney's fees and court costs to the extent permitted by applicable law.

33. Severability. The City and Contractor agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

34. Relationship to TIPS Contract. Pursuant to Section 8 of TIPS Vendor Contract No. 25010401, which expressly authorizes supplemental agreements between a TIPS Member and the Vendor to address project-specific requirements, the Parties have entered into this Supplemental Agreement to establish terms applicable to the Work. This Agreement is intended to supplement, and not replace, TIPS Vendor Contract No. 25010401, the Limited Assignment of TIPS Awarded Contract No. 25010401-2320, the Specific Project Approval for TIPS Vendor Contract Assignment, and the other TIPS assignment documents incorporated herein. In the event of a conflict between this Agreement and the TIPS assignment documents, the terms of this Agreement shall control with respect to project-specific

requirements applicable to the Project, including bonding, insurance, scope of work, payment procedures, warranty obligations, and contract administration requirements, except to the extent such provision conflicts with a mandatory provision of the TIPS Contract or applicable law.

35. Entire Contract. This Supplemental Agreement, together with the TIPS Vendor Contract No. 25010401, the Limited Assignment of TIPS Awarded Contract No. 25010401-2320, the Specific Project Approval for TIPS Vendor Contract Assignment, and all exhibits and documents incorporated herein, constitutes the entire agreement between the Parties regarding the Work. This Agreement supersedes all prior negotiations, representations, and understandings relating to the Work and may be amended only by a written instrument executed by both Parties.

36. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

EXHIBIT "A" – Scope of Work

EXHIBIT "A-1" – Streets and Boundaries

EXHIBIT "A-2" – Purchase Order and Project Pricing Schedule

EXHIBIT "B" – TIPS Assignment of Contract Acknowledgment Form

EXHIBIT "C" – TIPS Vendor Contract No. 25010401

EXHIBIT "D" – Limited Assignment of TIPS Awarded Contract No. 25010401-2320

EXHIBIT "E" – Specific Project Approval for TIPS Vendor Contract Assignment

EXHIBIT "F" – Performance and Payment Bonds

EXHIBIT "G" – Insurance Certificate and Endorsements

The City and Contractor have read, understood and agreed to the whole Contract as executed by:

“City”
City of Hondo

“Contractor”
Holbrook Asphalt, LLC

By: _____
Print Name: John Naron
Title: City Manager
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

Attest:

Julie Schnieder, City Secretary

EXHIBIT "A"

Scope of Work

1. ESTIMATED QUANTITIES

The City estimates that approximately **21,758 square yards (SY)** of asphalt surface treatment will be performed as part of the Project. The City reserves the right to adjust quantities and project locations as necessary, provided that all work remains within the scope of the Project and the total compensation does not exceed the Contract amount without a written amendment.

2. MINIMUM QUALITY SPECIFICATIONS

All products quoted must be in full compliance with acceptable portions of the last edition of Texas Highway Standards Specifications.

Contractor shall perform the Work in accordance with the Contract Documents and all applicable federal, state, and local laws, regulations, standards, specifications, certifications, and requirements incorporated therein. The Contract Documents are incorporated herein by reference for all purposes. In the event of a conflict between this Supplemental Agreement and any other Contract Document, the terms of this Supplemental Agreement shall control with respect to project-specific requirements applicable to the City, including insurance, bonding, scope of work, payment procedures, warranty obligations, and contract administration requirements, unless prohibited by the TIPS Vendor Contract or applicable law.

a. DELIVERY LOCATION

The City of Hondo has identified various locations within the City of Hondo identified in **Exhibit "A-1"** which is attached hereto and incorporated by reference for all purposes herein.

b. SPECIAL HONDO TERMS AND CONDITIONS

The parties have agreed to the pricing and special terms and conditions indicated in **Exhibit "A-2"** which is attached hereto and incorporated by reference for all purposes herein.

c. MISCELLANEOUS:

- No maintenance bond or bid bond shall be required.
- Payment and Performance Bonds shall be in favor of City of Hondo.
- Pursuant to Chapter 2258, Texas Government Code, Contractor shall comply with the minimum prevailing wage requirements applicable to the Project, including payment of not less than the prevailing rate of per diem wages for work of a similar character in Medina County, Texas, and all applicable legal holiday and overtime requirements.

EXHIBIT A-1

Streets and Boundaries

The City reserves the right to adjust, remove, or add project locations as necessary to complete the Project, provided that all work remains within the scope of the Project and the total compensation does not exceed the Contract amount without a written amendment. Any material expansion of the Project scope shall require a written amendment in accordance with Section 2 of this Agreement.

CITY OF HONDO



BMO PROJECT MAP



EXHIBIT A-2 PURCHASE ORDER AND PROJECT PRICING SCHEDULE

The Purchase Order attached hereto is incorporated into this Agreement solely for purposes of identifying the approved Project, Contract amount, and funding authorization.

HONDO City of Hondo
 1600 Avenue M
 Hondo, Texas 78861
 www.hondo-tx.org
 PH: (830) 426-3378

PURCHASE ORDER

PO Number: 25-0104 **Date:** 05/13/2026
Requisition #: 25-0130 **Vendor #:** 1053812

ISSUED TO: HOLBROOK ASPHALT CO
 1545 E COMMERCE DR
 ST GEORGE, UT 84790
 PH: (800) 000-0000
 FAX: (800) 000-0000

SHIP TO: CITY OF HONDO CITY HALL
 1600 AVENUE M
 Hondo, TX 78861

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	Street Repair Avenue U	01-5-09-20216.00			376,904.91
Installation of a matrix voided aggregate layer in combination with a moisture impermeable barrier to resist water intrusion and oxidative damage TIPS Contract #25010401-2320					

SUBTOTAL:	376,904.91
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	376,904.91

Chris Hill - Chief Finance Officer

John Naron - City Manager

1. Original invoice plus one copy must be sent to:
City of Hondo, Accounts Payable Dept, 1600 Avenue M, Hondo, TX 78861
2. Purchase Order numbers must appear on all shipping containers, packing slips and invoices.
3. The City is exempt from all federal excise and state tax - ID# 74-0001104

Finance Dept: (830) 426-3378 Fax: (830) 426-5189

EXHIBIT A-2

Proposal No. HAU953784 dated April 29, 2026, is incorporated solely for purposes of establishing the pricing, quantities, and scope of work applicable to the Project. Any terms, conditions, exclusions, limitations, or other contractual provisions associated with Proposal No. HAU953784 are expressly excluded from and are not incorporated into this Agreement, and shall have no force or effect.



Proposal

Project Location	Proposal #	Date Issued	PO/LD #
City of Hondo, TX Multiple Locations Hondo TX 78861	HAU953784	4/29/2026	

Terms
Due Upon Completion

Adviser Information
Kent Nobis
P: 435-619-0575 | E: kent@preserveasphalt.com

Description
Bonded Matrix Overlay

Bill To
City of Hondo, TX
Attn: John Naron
1101 16th St
Hondo TX 78861

Item	Quantity	UM	Rate	Amount
TIPS Assignment of Contract Number 25010401-2320				
Mobilization	1			65,000.00
Bonded Matrix Overlay Installation of a matrix voided aggregate layer in combination with a moisture impermeable barrier to resist water intrusion and oxidative damage	21,758	SqYd	14.95	325,282.10
Bonded Matrix Overlay 10% Discount	21,758	SqYd	(1.495)	(32,528.21)
Traffic Control	5	Ea	2,430.00	12,150.00
Traffic Control 10% Discount	5	Ea	(243.00)	(1,215.00)
Shuttle Service	5	Ea	588.00	2,940.00
Shuttle Service 10% Discount	5	Ea	(58.80)	(294.00)
Bonds - 1.50%	1			5,570.02
			Total	\$376,904.91

Please sign for proposal acceptance: **Do not sign this page, see final page for signing**

EXHIBIT "B"

TIPS Assignment of Contract Acknowledgement Form

TIPS MEMBER CUSTOMER - ASSIGNMENT OF CONTRACT ACKNOWLEDGMENT FORM

The Interlocal Purchasing System ("TIPS"), a department of Texas Region 8 Education Service Center, is a governmental entity and a national purchasing cooperative which seeks to provide a valuable solution to public entities by performing the public procurement solicitation processes and awarding contracts to qualified vendors ("Awarded TIPS Vendors"). Then, public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off TIPS' procurements and agreements where the laws and policies of their jurisdiction allow.

TIPS laws and policies permit the assignment and delegation of some or all a party's contractual rights or contractual performance to a third-party. For this reason, when a TIPS Member seeks to use a third-party contractor who is not an Awarded TIPS Vendor, TIPS permits Awarded TIPS Vendors ("Assignors") to assign rights and obligations under their awarded TIPS Contract to a non-Awarded TIPS Vendor ("Assignees") in specific, Member-driven circumstances. The Assignment is a tri-party agreement between TIPS, Assignor, and Assignee. The purpose of this process is to assist TIPS Member Customers when they need to utilize a non-TIPS contractor who has not yet had an opportunity to propose and become an Awarded TIPS Vendor. In this assignment process the publicly procured terms, conditions, and pricing of Assignor's TIPS Contract shall apply to the Assignee just as they would the Awarded TIPS Vendor.

To ensure that the TIPS Member seeks this specific purchase method intentionally and knowingly, **TIPS requires TIPS Members to acknowledge and certify the following. TIPS Member hereby knowingly acknowledges:**

1. I understand Assignee, identified below, is **not** an Awarded TIPS Vendor. Assignee did not submit a proposal for TIPS evaluation and did not receive TIPS award.
2. I understand Assignee does not have a public TIPS Awarded Vendor profile on TIPS website (www.tips-usa.com).
3. Assignor **is** a TIPS Awarded Vendor and is considering permitting Assignee to make a TIPS Sale under the terms of their solicited, evaluated, and awarded TIPS Contract(s).
4. The TIPS Member shall have no contractual/purchasing relationship with Assignor. The TIPS Member shall have a contractual/purchasing relationship with Assignee only via PO, contract, or similar direct purchase document (Supplemental Agreement). Any specific purchase terms, documents, contracts, and liability shall be controlled by the Supplemental Agreement between TIPS Member and Assignee.
5. I understand that because the laws and policies applicable to my purchases vary by public entity type, purchase type, spend amount, fund type, jurisdiction, local policy, and local ordinance, TIPS cannot advise whether any cooperative or assignment purchase is viable. Whether to proceed with a TIPS Sale, via assignee, or otherwise, is always the exclusive determination of the TIPS Member, with the Assistance of counsel, if necessary.
6. I understand that by signing this document, I am not required to proceed with a TIPS purchase from Assignee but it allows TIPS to begin facilitating a potential TIPS purchase from Assignee.

This form is required for each separate TIPS purchase from an Assignee, even if you have previously purchased from the same Assignee. **This form is NOT the Assignment of Contract, and you may not proceed with an Assignee purchase until you receive confirmation from TIPS that the TIPS Assignment of Contract is finalized.**

Potential Assignee Entity to be Considered: Holbrook Asphalt LLC

Potential Assignee Project Description: BONDED MATRIX OVERLAY AND HAS

Estimated Potential Assignee Project Value: 600,000

TIPS Member Entity: HONDO, TEXAS

TIPS Member Printed Name and Title of Authorized Signatory: John Naron CITY MANAGER

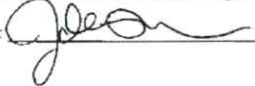
TIPS Member Signature:  Date: 4-1-26

EXHIBIT "C"

TIPS Vendor Contract No. 25010401

EXHIBIT "D"

Limited Assignment of TIPS Awarded Contract No. 25010401-2320

DocuSign Envelope ID: 896CD449-4D04-8E8F-8256-781CC313E64E

LIMITED ASSIGNMENT OF TIPS AWARDED CONTRACT TERMS AND CONDITIONS OF LIMITED ASSIGNMENT

The following tri-party limited assignment of contract ("Assignment") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a department of Texas Region 8 Education Service Center, a governmental entity, and the Assignor and Assignee identified herein (individually, "Party", and collectively the "Parties") and this Assignment shall exclusively govern the terms of the limited assignment between the Parties. This Assignment is created to transfer to Assignee certain publicly procured contractual rights and obligations afforded to Assignor through its awarded TIPS Contract, identified herein, to permit specific TIPS Sales authorized by the TIPS Specific Project Approval Form and the TIPS Member Acknowledgement.

TIPS Contract(s) Subject to Assignment: *(include contract name & number)*: _____

Trades, Labor, and Materials (NON-JOC) 25010401

Assignor *(Awarded TIPS Contract Holder)*: Kim Neal and Associates

Assignee *(Entity Assigned Contract)*: Holbrook Asphalt LLC

Assignment Number *(Included by TIPS)*: 25010401-2320

Effective Date(s) of Assignment: Date of final Party Signature

Termination Date of Assignment *(Next Relevant Award Date)*: 4/30/2027

Assignment Number *(Included by TIPS)*: 25010401-2320

TIPS Administration Fee to be Paid to TIPS: 2%

Payment of TIPS Administration Fee Responsibility: TIPS Vendor Assignor: or Assignee

Assignor Consideration: 1.5% per project

I. Authority. Contracts are a form of intangible property and Texas law permits the assignment of some or all of a party's rights or the delegation of some or all of a party's performance, or both to a third-party. TIPS, as a government entity, publicly procures, evaluates, and awards Vendors ("Awarded TIPS Vendors"). Upon award, Awarded TIPS Vendors enter a contract with TIPS, which controls the legal terms, conditions, limitations, and pricing applicable to TIPS' public entity and non-profit member ("TIPS Member") sales ("TIPS Sales"). The intent of this Assignment is to permit an Awarded TIPS Vendor, Assignor, to delegate and assign limited rights and obligations under its TIPS Contract(s) to Assignee to make TIPS Sales subject to the same legal terms, conditions, limitations, and pricing which apply to Awarded TIPS Vendors' TIPS Sales. ***This Assignment does not qualify Assignee as an individually Awarded TIPS Vendor but does qualify the Assignee to make authorized TIPS Sales under the Assignor's TIPS Vendor Agreement, herein assigned, with written authorization of the TIPS Member.***

II. Prerequisites. No Assignment may be executed without TIPS' confirmation of receipt of the TIPS Member Customer Assignment Acknowledgement Form ("TIPS Member Acknowledgement"). Upon TIPS' confirmation of receipt of the TIPS Member Acknowledgement, prior to the execution of this Assignment, Assignee must provide to TIPS three (3) reference letters which must be: (1) from a customer who has used Assignee's services; (2) Signed and on customer letterhead, and; (3) include a date within the 12-months preceding submission to TIPS. While it is preferable that those references are governmental entities, it is not required. Assignment cannot be completed without three (3) customer reference letters meeting these requirements

III. TIPS Member Customer Assignment Acknowledgment Form. No sale by Assignee pursuant to this assignment of contract may proceed until TIPS has received the executed TIPS Member Customer Acknowledgment Form from the intended customer of that specific sale. Any sale made by Assignee pursuant to this Assignment of contract without TIPS' authorization and receipt of the TIPS Member Customer Acknowledgment Form is in violation of this

Assignment and Assignee shall be considered in breach of this Assignment and shall be solely responsible for all resulting claims and damages.

- IV. Limited Assignment.** Assignor retains all contractual rights and obligations under the identified contract and may continue operating under its assigned TIPS Contract(s) subject to the terms and conditions therein. However, Assignor is temporarily assigning and delegating, limited, non-exclusive rights under the referenced contract to the Assignee for the purpose of performing and completing the TIPS Sale specified herein. Assignor agrees that, with the agreement of TIPS, Assignor has the right to assign and delegate the TIPS Contract(s) and that the Assignor has not done or knowingly permitted any act, deed or thing by which the contractual rights can be impeached or affected in any manner. Assignor agrees that it will not do any act which may prevent or hinder the Assignee from enforcing the assigned contractual rights. Assignor directs the Assignee to complete the contractual obligations, which would otherwise be the responsibility of the Assignor, but which have been transferred as indicated herein, to the Assignee.
- V. Liability.** The Parties agree that Assignee shall be legally responsible for the TIPS Sale made pursuant to this Assignment. Assignee hereby knowingly, expressly releases TIPS, the TIPS Member, and Assignor, their directors, employees, affiliates, agents, contractors, successors, and assigns and agrees that TIPS, the TIPS Member, and Assignor shall have no liability for any claims or any alleged act or omission of Assignee or any third-party arising out of the TIPS Sale made pursuant to this Assignment, or any unauthorized sale purporting to be made pursuant to this Assignment.
- VI. Supplemental Purchase Agreements or Contracts for Assignee TIPS Sales.** Assignee and TIPS Member Customers typically negotiate and enter a direct or supplemental contract, agreement, purchase order, or other similar purchase document, including its own specific terms such as: shipping, freight, insurance, wages, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, defects, order assistance, alternative dispute resolution, etc. ("Supplemental Purchase Agreement"), which TIPS encourages and expects. TIPS and Assignor are not a party to any Supplemental Purchase Agreements entered into between TIPS Member Customer and Assignee. Assignee accepts and understands that TIPS is not a legal party to the TIPS Sale and Assignee is responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. When Assignee accepts or fulfills the TIPS Sale, Assignee is representing that Assignee has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. The Supplemental Purchase Agreement shall dictate the scope of services, the project delivery expectations, the scheduling of projects and milestones, dispute terms, the support requirements, and all other terms applicable to the specific TIPS Sale between the Assignee and the TIPS Member.
- VII. Indemnity.** Assignee agrees to indemnify, defend, and hold harmless TIPS, the TIPS Member, and Assignor, their directors, employees, affiliates, agents, and contractors, successors, and assigns, from and against any and all claims, losses, damages and/or expenses, including, but not limited to damages, judgments, attorneys' fees, expert witness fees, court costs, consequential damages, and costs of settlement arising out of claims related to the TIPS Sale made pursuant to this Assignment, or any unauthorized sale purporting to be made pursuant to this Assignment. TIPS, the TIPS Member, and the Assignor shall not be liable for any claims arising out of alleged violation of any Supplemental Purchase Agreement between Assignee and TIPS Member Customer, any payment or non-payment for any TIPS sales, any alleged defects of goods or services, or any damages to other property or any personal injury. Payment or non-payment for TIPS purchases between TIPS Member Customers and Assignee and inspections, rejections, or acceptance of such purchases shall be the exclusive obligation of TIPS Member Customers and Assignee, and disputes shall be handled in accordance with the terms of the Supplemental Purchase Agreement entered into between Assignee and TIPS Member Customer. TIPS and Assignor are not dealers, subcontractors, resellers, or otherwise in the chain of sale of Assignee's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Assignee's goods and services, should any arise.
- VIII. Assignor Assumption of Risk.** The Parties intend that Assignee shall be responsible and liable for its TIPS Sales pursuant to this Assignment. However, Assignor agrees that it is voluntarily assigning and delegating

rights and obligations under its awarded TIPS Contract. In doing so, Assignor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless from and against any and all losses, claims, actions, demands, allegations, suits, judgments, damages, costs and expenses, and all other liability of any nature whatsoever, arising out of claims related to Assignee's TIPS Sale made pursuant to this Assignment, or any unauthorized sale purporting to be made pursuant to this Assignment that may be asserted against Assignor whether rightfully brought or otherwise.

- IX. Specific Sale Approval.** No TIPS sale may be made by Assignee until authorized by Assignor and TIPS through execution of the TIPS Specific Project Approval for TIPS Vendor Contract Assignment ("TIPS Specific Project Approval Form"). TIPS shall enter the executed TIPS Specific Project Approval Form in the Assignor's file at the TIPS offices as a record of the permitted transaction under this assignment. All "TIPS Specific Project Approval Forms executed by the Parties under this assignment shall be incorporated into this Assignment by reference as if copied verbatim herein. Any sale made by Assignee pursuant to this Assignment without execution of the TIPS Specific Project Approval Form is in violation of this Assignment.
- X. Exclusivity.** This Assignment is non-exclusive. It is agreed that the Assignor may assign contractual rights under the named contract to one or more Assignees at any time with the approval of TIPS.
- XI. Bonding, Insurance, & Member Terms.** Payment and Performance or other bonding or insurance requirements of the TIPS Member Customer for an Assignment TIPS Sale are the responsibility of the Assignee. TIPS Members may seek to include state, city, or locally required terms and conditions in the Supplemental Agreement. When applicable, performance bonds, payment bonds, insurance, and specific certifications and local wage rates will be required for labor-required jobs. Assignee will meet the TIPS Member Customer's local and state purchasing requirements.
- XII. Specific Sale Survival Clause.** The terms and conditions of this Assignment and the assigned contract(s) identified herein shall apply the TIPS Sale by Assignee, which is properly permitted pursuant to the terms and conditions of this Assignment and shall survive termination of this Assignment or the termination of the Assignor's assigned Contract(s) identified herein until completion of the TIPS sale of goods or services by Assignee.
- XIII. Termination for Convenience.** TIPS reserves the right to immediate termination of this Assignment at will, for cause, no cause, or for convenience, with the issuance of written or electronic notice to the Parties at the email addresses provided in the signature block herein or those otherwise on file for the Parties. This Assignment may be terminated by any Party for cause, no cause or for convenience with ten (10) days written notice to the other Parties. Assignee is not granted rights to assign or delegate and rights or obligations under the assignment to any party or for any purpose.
- XIV. Term of the Agreement & Termination for Failure to Propose.** This Assignment automatically terminates on the termination date published herein, which is the earlier of the published Award Date of the next published TIPS Solicitation which encompasses Assignees offered goods and services, or April 30th following execution of this Agreement. For example, if Assignee is an HVAC repair Vendor, this Assignment terminates when the next HVAC contract's published award date or April 30th after execution of this Agreement. The termination is automatic, and no notice is required. Any Assignee TIPS sale initiated after this automatic termination is in violation of this Assignment. Assignee is hereby notified that this Assignment is intended to be a temporary facilitation of TIPS Sales. It is the contractual duty of Assignee to contact TIPS upon execution of this Assignment to identify the next upcoming published TIPS Solicitation(s) which encompasses Assignees offered goods or services to which they must submit a proposal in a best effort to obtain TIPS Awarded Vendor status.
- XV. Payment of the TIPS Administration Fee.** Payment of TIPS Administration Fees, as provided for in the TIPS Contract documents named in Exhibit "A" and identified herein shall be the responsibility of the Party identified in this Assignment. The TIPS Administration Fee is set forth in Exhibit "A" is identified herein. The Party shall pay the designated TIPS Administration Fee to TIPS which is typically a percentage of the total price of the TIPS Sale.

XVI. Separate Assignor Consideration. In consideration thereof, the Assignor acknowledges receipt of the consideration identified herein paid by the Assignee as good and valuable consideration.

XVII. Controlling Terms. Assignee agrees to be bound by all terms and conditions of the named TIPS Contract and shall comply with all applicable federal, state and local law, regulations, and rules. The Assignor's TIPS Contract, the incorporated Request for Competitive Sealed Proposal (RCSP, RFQ, or RFP, herein ("TIPS Solicitation")), and the Assignor's comprehensive response to the TIPS Solicitation, are hereby incorporated herein in full and are as binding upon the Assignee as they are upon the Assignor for all TIPS sales made by Assignee pursuant to this Assignment. If all named documents of Exhibit "A" are not properly attached or hyperlinked, they are incorporated herein by reference as if copied verbatim. By signing this Assignment, Assignor expressly authorizes TIPS to release all portions of Assignor's proposal response and TIPS Contract to Assignee including all pricing and documentation whether or not deemed confidential by Assignor. It is the responsibility of each Party to request, obtain, and read, with the assistance of counsel if necessary, each document making up Assignor's TIPS Contract identified herein. The signature of a Party is express confirmation that the signing Party read, understood, and agreed to the terms of the documents making up Assignor's TIPS Contract, whether or not properly included in Exhibit "A."

XVIII. Reporting TIPS Sales. The TIPS Sales made by Assignee pursuant to this Assignment must be reported to TIPS as required by the assigned contract and as instructed by TIPS. Each payment received by Assignee for the TIPS Sale must be reported to TIPS as required by the assigned TIPS Contract.

XIX. Compliance with the Law. Assignor and Assignee agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Assignment.

XX. Entire Assignment. This Assignment constitutes the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

XXI. Severability. If any term(s) or provision(s) of this Assignment are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Assignment, and the remainder of the provisions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Assignment to be inconsistent with the intent of the Parties hereto.

XXII. Waiver. No waiver of any single breach or multiple breaches of any provision of this Assignment shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

XXIII. Binding Assignment. This Assignment shall be binding and inure to the benefit of the Parties hereto and their respective heirs, and legal successors.

XXIV. Headings. The paragraph headings contained in this Assignment are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Assignment.

XXV. Choice of Law and Venue. This Assignment shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Assignment or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of this Assignment or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph

with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

XXVI. Immunity. The Parties agree that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.


XXVII. Member Customer Authority. Because the laws and policies applicable to a TIPS Member purchase vary by public entity type, purchase type, spend amount, fund type, jurisdiction, local policy, and local ordinance, TIPS can never advise an Assignor, Assignee, or TIPS Member whether a cooperative or assignment purchase is viable for any specific customer or sale. Whether to proceed with a TIPS Sale, via Assignment of Contract or otherwise, is always the determination of the TIPS Member, with the Assistance of counsel, if necessary. Assignor, Assignee, and TIPS may offer this public procurement option to TIPS Members but shall not proceed without the written authority of the TIPS Member.


XXVIII. Legality of Assignment. The laws and policies applicable to TIPS permit limited assignment of TIPS Contracts by TIPS. It is up to the Assignor and Assignee to determine whether the Assignment of Contract is permissible under the laws and policies of their jurisdiction and those applicable to the TIPS Sale. TIPS shall not be responsible for failure of Assignor and Assignee to confirm whether Assignment of Contract is appropriate under their laws and jurisdiction and those applicable to the TIPS Sale.

XXIX. Relationship of the Parties. Nothing contained in this Assignment shall be construed to make one Party an agent of another Party nor shall any party have any authority to bind another in any respect, unless expressly authorized by the other party in writing. Nothing herein creates a relationship of employment, trust, agency or partnership between them.

The parties hereto, each acting under due and proper authority, have signed this Agreement.

The Interlocal Purchasing System (TIPS)

Printed Name of Authorized Signatory: Charlie Martin
Signature: 
Title: COO
Address: 4845 US Highway 271 North
City, State: Pittsburg, TX
Zip: 75686 Date: 4/21/2026

Name of Assignor Company: Kim Neal and Associates
Printed Name of Authorized Signatory: Wes Blackwood
Signature: 
Title: Member
Address: 5613 LaFayette Dr
City, State: Frisco, TX
Zip: 75035 Date: 4/24/26


Primary Contact Name: Wes Blackwood
Primary Contact Phone: 214.682.5831
Primary Contact Email: knallcwb@outlook.com
Name of Assignee Company: Holbrook Asphalt LLC
Printed Name of Authorized Signatory: Mark Beatty
Signature: 
Title: Senior Vice President
Address: 1545 E Commerce Dr
City, State: St George, UT
Zip: 84790 Date: 4/23/2026
Primary Contact Name: Chris Rasmussen
Primary Contact Phone: 435-272-4013
Primary Contact Email: chris@holbrookasphalt.com or mark@holbrookasphalt.com

EXHIBIT "A"

Exhibit "A" includes:

1. Assignor's TIPS Contract, including Vendor's entire proposal, is hereby incorporated as if fully set forth herein and is as binding upon the Assignee as it is upon the Assignor.
2. The TIPS Request for Proposal related to this assignment is hereby incorporated as if fully set forth herein and is as binding upon the Assignee as it is upon the Assignor.

TIPS staff inserts below the above-named documents:

Assignor's TIPS Contract: www.tips-usa.com/assets/Vendorspdf/25010401_CONTRACT_Trades_Kim_Neal.pdf
TIPS Request for Proposal: [www.tips-usa.com/assets/Commoditypdf/TIPS%20Request%20for%20Proposal%20\(RFP\)%20-%20\(Part%201\).pdf](http://www.tips-usa.com/assets/Commoditypdf/TIPS%20Request%20for%20Proposal%20(RFP)%20-%20(Part%201).pdf)

If all named documents for Exhibit "A" are not attached or hyperlinked, they are incorporated herein by reference as if copied verbatim. It is the responsibility of each party to obtain and read each document named in Exhibit "A" prior to signing. The signature of a party is express confirmation that the signing parties read, understand, and agree to the terms of the documents identified in Exhibit "A." It is the responsibility of each Party to request, obtain, and read each document making up Assignor's TIPS Contract(s) identified herein. The signature of a Party is express confirmation that the signing Parties read, understand, and agree to the terms of the documents making up Assignor's TIPS Contract(s), whether or not included in Exhibit "A."

EXHIBIT "E"

Specific Project Approval for TIPS Vendor Contract Assignment

Docusign Envelope ID: 1B8B9F14-985A-85AD-80F0-217965F31155

Specific Project Approval for TIPS Vendor Contract Assignment

A Tri-Party Agreement

This form is required for each TIPS sale/project made or entered into by the Assignee pursuant to, and a result of, the *Limited Assignment of TIPS Awarded Contract*. This form is to limit or further define the executed *Limited Assignment of TIPS Awarded Contract*. This document is not valid without a corresponding, executed *Limited Assignment of TIPS Awarded Contract*. This Specific Project Approval for TIPS Vendor Contract Assignment is pursuant to and incorporated by reference within the corresponding, executed *Limited Assignment of TIPS Awarded Contract*.

TIPS Contract(s) Subject to Assignment: *(include contract name & number)* _____

Trades, Labor, and Materials (NON-JOC) 25010401

Assignor *(Awarded TIPS Contract Holder)*: Kim Neal and Associates

Assignee *(Entity Assigned Contract)*: Holbrook Asphalt LLC

TIPS Member Customer Name: City of Hondo

Assignment Number *(Included by TIPS)*: 25010401-2320

The project approved by this fully executed form is described as:

Project Description: _____

Application of Bonded Matrix Overlay on city streets

Project Site Location(s): City of Hondo streets


Project Cost: \$376,904.91


Date of Estimated Substantial Completion: 8-31-26


Payment of TIPS Administration Fee Responsibility: TIPS Vendor Assignor or Assignee

The parties have each caused the foregoing to be executed by their respective authorized representatives as of the date specified by the final signatory. This project approval is not effective until all parties listed have signed and dated.

The Interlocal Purchasing System (TIPS)

Printed Name of Authorized Signatory: Charlie Martin
Signature: 
Title: COO
Address: 4845 US Highway 271 North
City, State: Pittsburg, TX
Zip: 75686 Date: 5/14/2026

Name of Assignor Company: Kim Neal and Associates
Printed Name of Authorized Signatory: Wes Blackwood
Signature: 
Title: Member
Address: 5316 LaFayette Dr
City, State: Frisco, TX
Zip: 75035 Date: 5/15/26

Name of Assignee Company: Holbrook Asphalt LLC
Printed Name of Authorized Signatory: Mark Beatty
Signature: 
Title: Senior Vice President
Address: 1545 E Commerce Dr
City, State: St George, UT
Zip: 84790 Date: 5/15/2026

Primary Contact Name: Chris Rasmussen
Primary Contact Phone: 435-272-4013
Primary Contact Email: chris@holbrookasphalt.com or mark@holbrookasphalt.com

EXHIBIT "F"
Performance and Payment Bonds

PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF MEDINA

KNOW ALL MEN BY THESE PRESENTS: That Holbrook Asphalt, LLC. (Contractor) of the City of _____, County of _____, and State of Texas, as Principal, and _____ authorized under the Laws of the State of Texas to act as surety on bonds for principals, as Surety, are held and firmly bound unto City of Hondo (Owner), in the penal sum of Three Hundred Seventy-Six Thousand Nine Hundred Four and 91/100 Dollars (\$376,904.91) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 20____, for construction of: _____ (the "Contract"), which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said Contract agreed and covenanted by the Principal to be observed and performed, within the time provided therein and any extensions thereof that may be granted by the Owner, and during the life of any guarantees or warranties contained in or required under said Contract, and shall also well and truly perform all the undertakings, covenants, terms, conditions and agreements of any and all modifications of said Contract that may hereafter be made, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said statute to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to work performed thereunder, or the plans, specifications, or drawings, accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the _____ day of _____, 20____.

Principal

Surety

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ADDRESS: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS FOR NOTICE OF CLAIMS:

TELEPHONE: _____

LOCAL RECORDING AGENT

PERSONAL IDENTIFICATION NUMBER: _____

The name and address of the Resident Agent of Surety is:

STATUTORY PAYMENT BOND

STATE OF TEXAS
COUNTY OF MEDINA

KNOW ALL MEN BY THESE PRESENTS: That Holbrook Asphalt, LLC. Contractor) of the City of _____, County of _____, and State of Texas, as Principal, and _____ authorized under the Laws of the State of Texas to act as surety on bonds for principals, as Surety, are held and firmly bound unto City of Hondo (Owner), in the penal sum of Three Hundred Seventy-Six Thousand Nine Hundred Four and 91/100 Dollars (\$376,904.91) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 20____, for construction of: _____ (the "Contract"), which Contract is hereby referred to and make a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a Sub-Contractor in the prosecution of the work provided for in said Contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, That this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said statute to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to work performed thereunder, or the plans, specifications, or drawings, accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the _____ day of _____, 20__.

Principal

Surety

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ADDRESS:

PHYSICAL ADDRESS:

MAILING ADDRESS FOR NOTICE OF CLAIM:

TELEPHONE: _____

LOCAL RECORDING AGENT
PERSONAL IDENTIFICATION NUMBER:

The name and address of the Resident Agent of Surety is:

EXHIBIT "G"

Insurance Certificate and Endorsements

HONDO

THIS IS GOD'S COUNTRY

City Council Communication

Title: ADJOURN

Date: June 22, 2026

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS: