

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 04/07/26

Resolution Ordinance

Contact/Prepared By: _____

Date Prepared: _____

Title (Caption): A resolution accepting the terms of a cooperative purchasing master agreement with Hydromax USA, LLC. for valve exercising, hydrant maintenance and other related services for the Department of Water and Sewerage Services.

Submitted to Planning Commission? N/A Yes-Date: _____ Proposal No: _____

Proposing Department: _____ Requested By: _____

Affected Department(s): _____ Affected Council District(s): _____

Legislative Category (check one):

- | | | |
|---|--|--|
| <input type="checkbox"/> Bonds | <input type="checkbox"/> Contract Approval | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Budget - Pay Plan | <input type="checkbox"/> Donation | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Budget - 4% | <input type="checkbox"/> Easement Abandonment | <input type="checkbox"/> Maps |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment | <input type="checkbox"/> Grant Application | <input type="checkbox"/> Street/Highway Improvements |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Improvement Acc. | <input type="checkbox"/> Other: _____ |

FINANCE Amount +/-: \$ _____ Funding Source: Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources	Match: \$ _____ Judgments and Losses Local Government Investment Project Revenue Bonds Self-Insured Liability Solid Waste Reserve Unappropriated Fund Balance 4% Fund Other: _____
Approved by OMB: <u>Daniel Harden</u> Approved by Finance/Accounts: _____ Approved by Div Grants Coordination: _____	Date to Finance Director's Office: <u>3/19/2026 4:39 PM CDT</u> APPROVED BY FINANCE DIRECTOR'S OFFICE: <u>Jennifer Reed/mjw</u>

ADMINISTRATION	
Council District Member Sponsors:	_____
Council Committee Chair Sponsors:	_____
Approved by Administration:	_____ Date: _____

DEPARTMENT OF LAW	
Date to Dept. of Law: _____	Approved by Department of Law: _____
Settlement Resolution/Memorandum Approved by: _____	
Date to Council: _____	For Council Meeting: _____ <input type="checkbox"/> E-mailed Clerk
<input type="checkbox"/> All Dept. Signatures <input type="checkbox"/> Copies <input type="checkbox"/> Backing <input type="checkbox"/> Legislative Summary <input type="checkbox"/> Settlement Memo <input type="checkbox"/> Clerk Letter <input type="checkbox"/> Ready to File	

Resolution No. _____

A resolution accepting the terms of a cooperative purchasing master agreement with Hydromax USA, LLC. for valve exercising, hydrant maintenance and other related services for the Department of Water and Sewerage Services.

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows the Metropolitan Government of Nashville and Davidson County (“Metro”) to participate in a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one or more governmental entities outside this state; and,

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows Metro to participate in an out-of-state master agreement by adopting a resolution accepting the terms of the master agreement; and,

WHEREAS, the Purchasing Agent desires to participate in the master agreement between The Interlocal Purchasing System, a government purchasing cooperative and a department of the Texas Region 8 Education Service Center, and Hydroxmax USA, LLC a copy of which is attached hereto and incorporated herein; and,

WHEREAS, Metro’s participation in this out-of-state master agreement is limited to a term that will not exceed sixty months; and,

WHEREAS, this master agreement was requested by the Department of Water and Sewerage Services but is available to all Metro departments to utilize; and,

WHEREAS, approval of the master agreement is in the best interest of the citizens of Davidson County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the master agreement between The Interlocal Purchasing System, a government purchasing cooperative and a department of the Texas Region 8 Education Service Center, and Hydromax USA, LLC, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Dennis Rowland
Dennis Rowland
Purchasing Agent

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed/mjw
Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Kelli Woodward
Assistant Metropolitan Attorney

INTRODUCED BY:

Member(s) of Council



Cooperative Request Form

Request Utilization of a Federal, Statewide, Municipal, or Cooperative Contract

A cooperative is when Metro utilizes a contract from another public entity to make a purchase. With the exception of statewide contracts, use of a cooperative requires Metro Council approval.

Cooperatives are not negotiable. Departments must accept the terms of the master contract without exception.

Questions? Email zak.kelley@nashville.gov.

Departmental Information

What is your name? Stephanie Belcher

What is your department? Water Services

What is your email address? stephanie.belcher@nashville.gov

What is your phone number? (615) 862-4513

In addition to your department, will other Metro departments be utilizing this cooperative?

How much do you estimate spending on this cooperative contract? \$3,000,000

Cooperative Information

What is the cooperative entity?

What is the lead agency? Texas Region 8 Education Service Center ("Region 8 ESC")

Who is the supplier? Hydromax USA LLC

Is the supplier registered in iSupplier?

If yes, what is the supplier's ISN? 8023

What is the contract number? 240501

When did the contract start? Wednesday, July 31, 2024

When does the contract end?

Tuesday, July 31, 2029

What was the solicitation method for this contract?

RFP - Request for Proposal.

What is the good/service that this cooperative will be utilized to purchase?

Valve Exercising, Hydrant Maintenance and other related services.

Why is utilizing this cooperative contract more advantageous to Metro than issuing our own RFP/ITB?

Using the cooperative results in time savings for both Metro Water and Metro Procurement staff. This cooperative has a wide scope of services available for use that will be advantageous to the Department. Pricing is competitive and likely better than Metro could achieve by issuing its own solicitation.

Upload the original contract from the lead agency.



240501_CONTRACT_MRO_Hydromax... .pdf



TIPS Proposal w New Line Items - Met...pdf

Does the contract contain any good/service relative to surveillance as described in MCL 13.08.080?

No.

This contract contains a cooperative purchase provision that allows use by other governmental agencies and/or use of this contract is authorized by state and local law.

Yes.

I accept the terms of this contract without exception.

Yes.

Upload the formal solicitation (RFP/ITB) from the lead agency.



Bid Proposal.pdf

This solicitation was advertised, open, and unrestricted.

Yes.

I have confirmed with both my department finance manager and/or OMB budget analyst sufficient fund availability for this request.

Yes

I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this cooperative request.

Yes



Cooperative Request Review

This cooperative request for **valve exercising, hydrant maintenance and other related services from Hydromax USA LLC via TIPS USA contract 240501** is recommended for approval.

The anticipated project value is **\$3,000,000.00**. The estimated savings to Metro via this cooperative is **\$240,071.00**.

The cooperative was requested by **Metro Water Services**; use will be available to all Metro entities.

Council approval of the master agreement is required.

Legal Justification

T.C.A. § 12-3-1205 & MCL 4.12.093 authorize Metro to participate in cooperative purchasing agreements with other governmental entities outside Tennessee for the purchase of goods, supplies, services, and equipment.

For this request the cooperative purchasing agreement is held by **TIPS USA**; the lead agency is **Region 8 Education Service Center**, a public institution in **Texas** that meets the standards for governmental entity as defined in the referenced statute.

The contract resulted from a **competitive RFP with 79 offers**.

Regulatory Justification

R4.12.090.05 of the regulations to the procurement code authorize Metro to participate in cooperative purchasing agreements with other local governments for the purchase of supplies, services, or construction.

For this request the cooperative purchasing agreement is for supplies and products. This meets the standard as defined by the regulations.

Value Justification

It is unlikely that Metro, as a single government entity, will obtain better value through a competitive solicitation. That is because the pricing in this cooperative purchase agreement (**7.5% average off MSRP**) leverages both the scale of cooperative membership and the competition of multiple offers.

Further, a competitive solicitation for this good/service would require an estimated 139 hours of staff time valued at approximately \$17,457.00. Utilization of this cooperative will require 19 hours of staff time valued at approximately \$2,386.00. **A total savings (discount + staff time) of \$240,071.00.**

Impact on Minority & Women Owned Businesses

Pursuant to R4.12.090.05 of the regulations to the procurement code, Metro will work with the cooperative entity to maximize participation of disadvantaged firms in accordance with MCL 4.44 and 4.46.



Cooperative Request Signature Form

Co-Op Request Number	C2026080
Date Received	March 3, 2026

To Whom It May Concern,

I have read the attached Cooperative Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

Dennis Rowland/ER

ER

3/10/2026 | 9:30 AM CDT

Dennis Rowland
Purchasing Agent & Chief Procurement Officer

Date Signed



TIPS VENDOR AGREEMENT

TIPS RFP 240501 MRO (MAINTENANCE, REPAIR, AND OPERATIONS OF FACILITIES AND GROUNDS) SUPPLIES, EQUIPMENT, TOOL RENTAL, SALES AND SERVICES

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):

Hydromax USA 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.

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.
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 “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 TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire 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.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

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.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

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 to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they 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 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', licensees', or invitees') unauthorized use or distribution of Vendor Data and 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 RFP 240501 MRO (MAINTENANCE, REPAIR, AND OPERATIONS OF FACILITIES AND GROUND) SUPPLIES, EQUIPMENT, TOOL RENTAL, SALES AND SERVICES

Vendor Name: Hydromax USA LLC

Vendor Address: 3700 River Walk Drive, Suite 145

City: Flower Mound State: TX Zip Code: 75028

Vendor Authorized Signatory Name: Shane Majetich

Vendor Authorized Signatory Title: Vice President

Vendor Authorized Signatory Phone: (813) 305-6610

Vendor Authorized Signatory Email: shane.majetich@hydromaxusa.com

Vendor Authorized Signature:  Date: 6/20/24

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature:  Date: 7/18/2024



240501

Hydromax USA LLC Supplier Response

Event Information

Number: 240501
Title: MRO (Maintenance, Repair, and Operations of Facilities and Grounds) Supplies, Equipment, Tool Rental, Sales and Services
Type: Request for Proposal
Issue Date: 5/2/2024
Deadline: 6/21/2024 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.

IF YOU HOLD TIPS CONTRACTS 210304 MRO SUPPLIES AND EQUIPMENT YOU MUST RESPOND TO THIS SOLICITATION BECAUSE YOUR SPECIFIC CONTRACT IS BEING REPLACED BY THIS CONTRACT. IF YOU ALREADY HOLD TIPS CONTRACT 230505 MRO ("230505") OR 220605 MRO ("220605") YOU DO NOT NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU WISH TO REPLACE 230505 OR 220605 AT THIS TIME. IF YOU HOLD 230505 OR 220605, CHOOSE TO RESPOND HEREIN, AND ARE AWARDED ON THIS CONTRACT, YOUR 230505 OR 220605 CONTRACT WILL BE TERMINATED AND REPLACED BY THIS CONTRACT. THERE IS NO ADVANTAGE TO REPLACING YOUR 230505 OR 220605 CONTRACT WITH THIS CONTRACT UNLESS YOU ARE DISPLEASED

**WITH SOME LIMITATION, PRICING/DISCOUNTS OR OTHERWISE, THAT YOUR ENTITY
SUBMITTED IN YOUR ORIGINAL 230505 OR 220605 PROPOSAL.**

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

Hydromax USA LLC Information

Contact: Andrew Apgar
 Address: 3700 River Walk Drive
 Suite 145
 Flower Mound, TX 75028
 Phone: (863) 398-9202
 Email: andrew.apgar@hydromaxusa.com
 Web Address: www.hydromaxusa.com

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

Andrew Apgar

Signature

Submitted at 6/20/2024 09:00:14 AM (CT)

andrew.apgar@hydromaxusa.com

Email

Requested Attachments

Vendor Agreement

240501 Vendor Agreement.pdf

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, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form

240501 Vendor Agreement
Signature Form.pdf

The Vendor Agreement Signature Form 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, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Pricing Form 1

240501 Pricing Form 1.xlsx

Pricing Form 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

240501 Pricing Form 2.xlsx

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

Required Confidentiality Claim Form

240501 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.

Reference Form

240501 Reference Form.xls

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Current Form W-9

HUSA 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.

Alternate or Supplemental Pricing Documents

No response

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

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.

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 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>
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2 Historically Underutilized Business (HUB)

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?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

4 States Served

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.

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.

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.

7 Primary Contact Title

Primary Contact Title

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

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.

**1
0 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).

**1
1 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).

**1
2 Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

**1
3 Secondary Contact Title**

Secondary Contact Title

**1
4 Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

**1
5 Secondary 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 secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

**1
6 Secondary 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).

**1
7 Secondary 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).

**1
8 Administration Fee Contact Name**

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.

**1
9 Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

2
0**Administration Fee 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).

8633989202

2
1**Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Andrew Apgar

2
2**Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

andrew.apgar@hydromaxusa.com

2
3**Purchase Order and Sales 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).

8633989202

2
4**Company Website**

Company Website (Format - www.company.com)

hydromaxusa.com

2
5**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.

No response

2
6**Primary Address**

Primary Address

3700 River Walk Drive, Suite 145

2
7**Primary Address City**

Primary Address City

Flower Mound

2
8**Primary Address State**

Primary Address State (2 Digit Abbreviation)

TX

2
9**Primary Address Zip**

Primary Address Zip

75028

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.

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.

32 Vendor's Principal Place of Business (City)
 In what city is Vendor's principal place of business located?

33 Vendor's Principal Place of Business (State)
 In what state is Vendor's principal place of business located?

34 Vendor's Years in Business
 How many years has the business submitting this proposal been operating in its current capacity and field of work?

35 Certification Regarding Entire TIPS Agreement
 Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the 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?

**3
6** Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

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

What is the minimum percentage discount that you can offer TIPS Members off of all 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 "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 "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet 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 goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

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

**3
7** Honoring Vendor's Minimum Percentage Discount

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

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?

**3
8** Volume and Additional Discounts

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

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

3
9

"Catalog Pricing" and Pricing Requirements

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

In this solicitation and resulting contract, "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 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.

4
0

EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the 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
1 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
2 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
3 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.

4 Non-Collusive Bidding Certificate**4 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;

4 Antitrust Certification Statements (Tex. Government Code § 2155.005)**5 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.

4 Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272**6 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.

4
7

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.

4
8

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

4
9

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
0**Alternative Dispute Resolution Limitations****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, 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.

Does Vendor agree?

5
1**No Waiver of TIPS Immunity****This is a requirement of the TIPS Contract and is non-negotiable.**

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.

Does Vendor agree?

 Yes, Vendor agrees5
2**Payment Terms and Funding Out Clause****This is a requirement of the TIPS Contract and is non-negotiable.**

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.

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.

Does Vendor agree?

 Yes, Vendor agrees5
3**Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

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.

Does Vendor certify?

5
4

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

5
5

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

5 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?

5 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?

5
8

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?

5
9

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.

60 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).

61 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?

62 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?

63 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.

64 Regulatory Good Standing Certification

Does Vendor certify that its entity is in good standing will 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.

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

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

**6
6 Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
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.

6 **Suspension or Debarment Certification**

7 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

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

8 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)

6 **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 **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 **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?

**7
2 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?

**7
3 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?

**7
4 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 5 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?

7 6 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?

7 7 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?

7
8 **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?

Yes, Vendor agrees

7
9 **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?

Yes, Vendor agrees

8 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

8 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 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

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3

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

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4

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

8 5 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 stag 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?

8 6 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?

8 2 CFR Part 200 or Federal Provision - Contract Cost & Price

7 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

8 2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

8 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

8 2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

9 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 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 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 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?

93 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 (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

94 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?

95 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?

96 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

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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.

TIPS 240001 WIKO (MAINTENANCE,
 Repair, and Operations of Facilities
 and Grounds) Supplies,
 Equipment, Tool, Dental, Call

**Hydromax
 USA LLC**

TIPS REFERENCE FORM

All requested information must be typed and uploaded in EXCEL format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not

affiliates/subsidiaries/parent companies/employees of
 You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years

Customer Entity Name	Customer Contact	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	jdoe@abcuniversity.edu	800-111- 2222
City of Raleigh (North Carolina)	David Woodlief	charles.woodlief@raleighnc.gov	919-996-4526
City of Houston (Texas)	Alex Rodriguez	alejandro.rodriguez@houstontx.gov	346-293-5195
City of Plano (Texas)	Drew Zaeske	dzaeske@plano.gov	972-769-4217
San Antonio Water System (Texas)	Chris Hawthorne	christopher.hawthorne@saws.org	210-464-8238
City of Tulsa (Oklahoma)	Monty Ragsdale	mragdale@cityoftulsa.org	918-527-0187
Metro Water Services (Tennessee)	Felix Hernandez	felix.hernandez@nashville.gov	615-862-4877

TIPS CONTRACT 240501

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Hydromax USA LLC
Vendor Authorized Signatory Name: Shane Majetich
Vendor Authorized Signatory Title: Vice President
Vendor Authorized Signatory Email: shane.majetich@hydromaxusa.com
Vendor Address: 3700 River Walk Drive, Suite 145
City: Flower Mound State: TX Zip Code: 75028

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor’s proposal, 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 submitted to TIPS by Vendor and its agents) (Hereinafter, “Vendor Data”) to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor’s submission of a proposal constitutes Vendor’s consent to the disclosure and release of Vendor’s Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor’s proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the “Response Attachments” section of the eBid System entitled “Required Confidentiality Claim Form.” Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: NA

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.
- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
 - Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Shane Majetich

HYDROMAX USA

Metro Water Services

Budgetary Proposal for:

Water & Wastewater Asset Management Services

TIPS Cooperative Purchasing Contract #240501

MRO (Maintenance, Repair, and Operations of Facilities and Grounds) Supplies, Equipment, Tool Rental, Sales and Services

Submitted by:

Hydromax USA

3700 River Walk Drive, Suite 145

Flower Mound, TX 75028

understand the present | protect the future

HYDROMAX USA

September 25, 2025

Mr. Felix Hernandez
Assistant Director, System Services
Metro Water Services
1450 Lebanon Pike
Nashville, TN. 37210



RE: TIPS Contract 240501

Dear Felix,

On behalf of Hydromax USA, I am pleased to submit this budgetary proposal for asset management services using **TIPS Contract 240501 MRO Supplies, Equipment, Tool Rental, Sales and Services**. Given the excellent qualifications of our team and personnel, extensive experience and expertise with similar maintenance services programs, and strong regional presence, Hydromax USA is uniquely qualified and well-positioned to help Metro Water Services develop and implement this program.

Established in 2003, Hydromax USA's team of world-class professionals and innovative solutions enable water and wastewater utilities to accelerate operational excellence, promote the continuity of critical infrastructure, protect the communities they serve, and invest funding where it matters most. HUSA has additional capabilities in the areas of non-intrusive/non-destructive pipeline condition assessment, leak detection, sanitary sewer evaluation surveys and multi-sensor inspections to give Metro Water Services a full and accurate picture of its buried infrastructure. Simply put, we help communities thrive!

Our crews have assessed more than 1.6 million valves, tested, and maintained over 500,000 fire hydrants, and collected 95 million data points working for water and wastewater utility clients like Austin Water, Garland, Houston, Metro Water Nashville, Plano, San Antonio Water, and Waco. Based on a robust record of performance, our clients recognize that Hydromax USA has an exceptional ability to meet their needs for advanced data collection, and they select us again and again.

As an ESRI Silver Partner, we have 70+ full-time GIS professionals in our data center that specialize in client information management, condition assessment program analytics, and customer reporting. Our proven processes and best practices in the areas of progress reporting, risk management and quality assurance help us to plan for and deliver projects on time and within budget.

Should you have any questions regarding the enclosed proposal, please do not hesitate to contact me directly at (863) 398-9202 or andrew.apgar@hydromaxusa.com. Thank you again for your time and consideration.

Respectfully,

Andrew S. Apgar
Vice President

1.0 ADMINISTRATION & TRAVEL**1.0.A Crew Travel / Mobilization**

Hydromax USA will charge the Owner for crew travel and mobilization to the project site using a single line item for each crew member per 8-hour travel day.

1.0.B Lodging and Per Diem

For non-local projects, Hydromax USA will charge the Owner for crew lodging and per diem using a single line item for each crew member per project workday.

2.0 VALVE ASSESSMENT, MAINTENANCE & INFORMATION MANAGEMENT**2.0.A-Q Valve Operation and Evaluation (Under 4 inches to over 60 inches, including Blow-Off Valves)**

Hydromax USA will perform the following services for valves of various sizes in accordance with AWWA Manual M44: Distribution Valves: Selection, Installation, Field Testing, And Maintenance.

- Locate the valve
- Identify the valve
- GPS the valve location (sub-foot)
- Clean out valve box/vault
- Visually inspect the valve to discover discrepancies that are readily visible from above ground
- Exercise the valve
- All 4" and smaller valves will be exercised manually (one person on a hand key).
- 6" to 10" valves will be exercised manually or with an electric or hydraulic valve exerciser with torque control and automated turn counter.
- Valves equal to or larger than 12" will be exercised with a hydraulic operated, microprocessor- and torque-controlled valve exerciser capable of 1,500 ft-lbs of torque.
- Data will be collected utilizing a handheld GPS device capable of providing consistent sub-foot point coordinates.
- Service provider will immediately notify Owner of any valves found closed or broken, or if any unsafe conditions are observed.
- Service provider will provide detailed, written valve exercising processes that will be used by its operating crews that will include torque limits for every valve type and size anticipated in the scope of this program.
- If the valve fails to cycle at the torque limit, the exercise process will stop immediately. Additional torque may be applied to the valve, as directed by Owner (with input from the service provider until the valve turns or the operation is suspended again at a higher torque).
- The bypass valve will be exercised first (if present). If the bypass valve does not operate, the main valve will be exercised to a ¾ shut position to insure it does not become hydraulically locked in the closed position.
- Mark the valve location with blue marking paint
- Hydromax USA's Instant Notification System will be used to provide alerts for all inoperable or found closed valves. Hydromax USA's system will be capable of providing simultaneous alerts for up to 10 TIPS Member points of contact.
- Data shall be delivered monthly to the TIPS Member in an ArcGIS compliant format.

2.0.R Valve Cannot Be Located (CNL)

If after searching for fifteen (15) minutes using Owner-provided GPS locations and/or field maps, and the valve is unable to be found, Hydromax USA will list the valve as CNL (cannot locate). Hydromax USA will provide a separate unit price for CNL valves. If the CNL valve is located, Hydromax USA will assess the valve and charge the appropriate unit rate for that item.

2.0.S Valve Cannot Be Accessed (CNA)

If after searching for fifteen (15) minutes using Owner-provided GPS locations and/or field maps, and the valve is located but cannot be accessed for any reason, the Hydromax USA will list the valve as CNA (cannot access). If the CNA valve can be accessed later, Hydromax USA will assess the valve and charge the appropriate unit rate for that item.

2.0.T Valve Located and Accessed, Not Operated (CNO)

Hydromax USA will locate, create access, obtain a GPS point, and collect information on the valve asset, however at the direction of the utility, will not operate the valve asset. Hydromax USA will identify these assets as GPS Only. Hydromax USA will provide a separate unit price for GPS Only valves.

Minor Valve Repairs

Under this program, the service provider will complete minor repairs as they are encountered throughout this program. Minor repairs are defined as repairs which can return a valve to full operability and do not require backhoe excavation or breaking the pressure barrier of the water system. While many different repairs may be necessary to restore valves to full operability, the minor repairs noted in the pricing table will typically be completed by the service provider in a full valve assessment program.

- **2.0.U Raise valve box to grade up to 18 inches in grass, dirt, and gravel.** Hydromax USA shall provide labor to raise a valve box up to 18 inches to the finished grade in non-asphalt areas using drop-in risers. Materials will be provided by Owner.
- **2.0.V Raise valve box to grade up to 18 inches in asphalt with cold patch.** Hydromax USA shall provide labor to raise a valve box up to 18 inches to the finished grade in asphalt areas using drop-in risers. Cold patch will be used to repair asphalt as needed. Materials will be provided by Owner.
- **2.0.W Realign valve box in grass, dirt, and gravel.** Hydromax USA shall provide labor to realign valve box vertically from a maximum depth of up to 18 inches in non-asphalt areas. Materials will be provided by Owner.
- **2.0.X Realign valve box in asphalt with cold patch.** Hydromax USA shall provide labor to realign valve box vertically from a maximum depth of up to 18 inches in asphalt. Cold patch will be used to repair asphalt as needed. Materials will be provided by Owner.
- **2.0.Y Operating nut replacement without excavation.** Hydromax USA shall replace valve operating nut without. Hydromax USA shall remove any existing operation nut pieces from the valve stem and lower section of the roadway box, removing existing operating nut screws, re-tap the stem (if necessary) and securely install an operating nut. Materials will be provided by Hydromax USA.

2.0.Z Air Release Valve (ARV) Assessment

The purpose of this maintenance is to ensure proper valve operation, prevent system air blockages, and extend equipment life:

- Visually inspect each ARV for structural integrity, leaks, and signs of corrosion or damage.
- Confirm valve accessibility and verify correct installation orientation.
- Cycle valves (where applicable) to verify proper air release and vacuum break functionality.
- Remove debris, sediment, and blockages from valve internals and surrounding appurtenances.
- Flush the valve as needed to ensure clear air passage.
- Inspect, lubricate moving parts, and replace worn components during initial assessment such as seals, floats, or gaskets, if applicable. (materials provided in advance by utility)
- Record valve condition, operational status, GPS location, and any maintenance performed.
- Provide report with recommendations for repair or replacement, if needed.
- All work will be conducted in accordance with OEM specifications, industry standards, and safety protocols.

3.0 FIRE HYDRANT ASSESSMENT, MAINTENANCE & INFORMATION MANAGEMENT**3.0.A Single Hydrant Testing and Maintenance**

Hydromax USA will perform the following services in accordance with AWWA M-17 Manual for Fire Hydrants: Installation, Field Testing, And Maintenance:

- Locate and access each fire hydrant
- Locate access and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with noncorrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate, record working pressure and calculate flow rate and gallons flushed.
- The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
- Close hydrant completely. Back off the operating nut enough to take the pressure off the packing.
- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Obtain and record GPS site coordinates of hydrant.
- Document any operational deficiencies and/or miscellaneous findings.
- Hydromax USA's Instant Notification System will be used to provide alerts for all inoperable or low flow hydrants. Hydromax USA's system will be capable of providing simultaneous alerts for up to 10 TIPS Member points of contact.
- Data shall be delivered monthly to the TIPS Member in an ArcGIS compliant format.

3.0.B. One-color Paint: Scrape, wire brush, and paint hydrant single color. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

3.0.C. Two-color NFPA Paint: Scrape, wire brush, paint hydrant two colors per NFPA flow testing color chart. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

3.0.D Two-Hydrant Fire Flow Testing and Maintenance

Hydromax USA will perform maintenance procedures in accordance with AWWA M-17 Manual for Fire Hydrants: Installation, Field Testing, And Maintenance. Testing under this section will include obtaining the residual pressure from only one "flow hydrant" or port and will not guarantee achievement of a 10 psi drop as denoted in AWWA M17 or 25% psi drop as denoted in NFPA 291.

Prior to the execution of any Two Hydrant fire flow testing Hydromax USA will develop a digital pairing of hydrants represented in a standalone GIS layer for submittal and review to the Owner. Digital pairing layer will be visible to field crews during the execution of the hydrant flow test.

- Locate and access each fire hydrant
- Locate access and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture

- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with noncorrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate up to 15 minutes or until clear, whichever is less, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15-minute flush, contact the TIPS Member.
- Close hydrant completely. Back off the operating nut enough to take the pressure off the packing.
- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Inspections will be conducted on adjacent hydrant pairs to facilitate the 2-hydrant fire flow test procedure.
- When the first hydrant is flowed, the second hydrant becomes the M-17 “test hydrant” for measurement of residual pressure drawdown in the system.
- Hydrant inspection pairs will always be chosen to maintain the test hydrant on the upstream side of the system water feed such as on single feed mains.
- Obtain and record GPS site coordinates of hydrant.
- Document any operational deficiencies and/or miscellaneous findings.
- Hydromax USA’s Instant Notification System will be used to provide alerts for all inoperable or low flow hydrants. Hydromax USA’s system will be capable of providing simultaneous alerts for up to 10 TIPS Member points of contact.
- Document all pertinent data into an electronic spreadsheet or database including the following:
 - Hydrant ID tag number
 - Hydrant address location
 - Hydrant GPS site coordinates
 - Date of flush or service
 - Hydrant brand
 - Hydrant model number
 - Hydrant year
 - Hydrant size
 - Hydrant flow rate obtained
 - Hydrant static and residual pressures
 - Flow at 20 PSI calculation
 - Hydrant pressure after 2 minutes of flushing
 - Total gallons flushed during service
 - Degree of operating difficulty
 - Deficiencies and/or repairs required to be immediately reported to the Utility.
- Data shall be delivered to the TIPS Member in an electronic format compatible with ArcGIS/ArcMap system or SQL database.

3.0.E. One-color Paint: Scrape, wire brush, and paint hydrant single color. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

3.0.F. Two-color NFPA Paint: Scrape, wire brush, paint hydrant two colors per NFPA flow testing color chart. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

3.0.G High Pressure Hydrant Additional Safety Procedures

When a hydrant over 125PSI static pressure is encountered, Hydromax USA will perform the following additional safety procedures to complete hydrant testing,

- Upon obtaining working pressure, if determined to be over 125 psi, work will halt to complete the following steps.
- Check/tighten hold down bolts at flange.
- Install Hose Monster to hydrant and secure the other end to hitch mounted diffuser or another stationary anchor.
- Proceed with flowing per the above specifications.
- Upon completion check/tighten hold down bolts at flange.

3.0.H. One-color Paint: Scrape, wire brush, and paint hydrant single color. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

3.0.I. Two-color NFPA Paint: Scrape, wire brush, paint hydrant two colors per NFPA flow testing color chart. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

3.0.J Fire Hydrant Cannot Be Located (CNL)

If after searching for fifteen (15) minutes using Owner-provided GPS locations and/or field maps, and the hydrant is unable to be found, Hydromax USA will list the hydrant as CNL (cannot locate). Hydromax USA will provide a separate unit price for CNL hydrants. If the CNL hydrant is located, Hydromax USA will assess the hydrant and charge the appropriate unit rate for that item.

3.0.K Fire Hydrant Cannot Be Accessed (CNA)

If after searching for fifteen (15) minutes using Owner-provided GPS locations and/or field maps, and the hydrant is located but cannot be accessed for any reason, the Hydromax USA will list the hydrant as CNA (cannot access). If the CNA hydrant can be accessed later, Hydromax USA will assess the hydrant and charge the appropriate unit rate for that item.

3.0.L Fire Hydrant Out of Service (OOS)

If, during fire hydrant testing and maintenance, Hydromax USA determines that a hydrant is out of service (OOS) or should be designated as such, the crew leader will promptly notify the Owner and install out of service rings or bags as applicable. The hydrant will remain out of service until necessary repairs are completed and full operability is restored. Once the hydrant is returned to service, Hydromax USA will perform the required testing and maintenance at the applicable unit rate.

3.0.M Fire Hydrant Minor Repairs

Hydromax USA will provide labor in four-hour increments for the following minor fire hydrant repairs. Final scope of work will be defined by Owner prior to Hydromax USA mobilization and start of project.

- Upper Barrel Repair (labor only). Hydromax USA will repair and/or replace all necessary components within the upper portions of the hydrant, from the operating nut downwards to the top of the break away (upper barrel) flange, to return the hydrant to working order. Hydrant rotation shall also be considered as an upper barrel repair.
- Lower Barrel Repair (labor only). Hydromax USA will repair and/or replace all necessary components of the hydrant from the top of the break away (upper barrel) flange to the bottom of the hydrant foot valve to return the hydrant to working order.
- Hydrant Extension (6-18 inches; labor only). Hydromax USA will raise hydrant six (6) to eighteen (18) inches to ensure the pumper nozzle is at the required above-grade height per AWWA M-17. Materials provided by Owner.

3.0.N Fire Hydrant ID Tags

Hydromax USA will furnish and install fire hydrant identification tags during fire hydrant testing and maintenance. If this work is performed at a time other than during fire hydrant testing and maintenance, then the field technician hourly rate will apply.

3.0.O Fire Hydrant Road Markers

Hydromax USA will furnish and install reflective road markers during fire hydrant testing and maintenance. If this work is performed at a time other than during fire hydrant testing and maintenance, then the field technician hourly rate will apply.

3.0.P Adder for Dechlorination during Flushing

Additional fee to add dechlorination to hydrant flushing. Contractor will provide dechlorination tablets.

3.0Q Adder for 2nd Trip to Hydrant for 2nd Coat Painting or Other Services

Additional fee for return visit to paint hydrants second coat (top coat after primer/2 part epoxy second coat/etc) or other services as requested.

4.0 FLUSHING SERVICES

- **4.0.A Non-UDF Flushing Services**

Hydromax USA will execute hydrant flushing (non-UDF) using a single-person daily rate. Crews will flush hydrants for a pre-determined amount of time or until achieving a clear white bucket test for water quality. Hydromax USA will collect water samples for iron concentrations, chlorine residual levels, and turbidity. The Owner will test all water samples via a third-party testing lab.

- **4.0.B Unidirectional Flushing Services (UDF)**

Hydromax USA will execute unidirectional flushing (UDF) program using a two-person daily rate. Crews will flush the sequence hydrants for up to three (3) water column turnovers or achieve a clear white bucket test for water quality, whichever occurs first. Hydromax USA will collect water samples for iron concentrations, chlorine residual levels, and turbidity. The Owner will test all water samples via a third-party testing lab.

5.0 ACOUSTIC LEAK DETECTION

Hydromax USA will perform acoustical leak detection using data loggers and correlation equipment using a daily rate. The process includes preliminary surveys, deployment of loggers, data collection, analysis, on-site verification, and detailed reporting of findings.

- **5.0.A Acoustical Leak Detection Services (8-hour minimum)**

For leak detection that is not part of a comprehensive water loss program, Hydromax USA will perform acoustical leak detection services at a daily rate.

- **5.0.B Acoustical Leak Detection Program (250 miles minimum)**

For leak detection that is part of a comprehensive program that covers a minimum of 250 miles of metallic pipeline, Hydromax USA will perform acoustical leak detection using a mileage rate.

6.0 WASTEWATER SERVICES

Hydromax USA will provide the appropriate equipment and trained staff to perform the following wastewater cleaning and inspection services as defined and as approved by Owner prior to Hydromax USA mobilization and start of project.

- **6.0.A Light Wastewater Cleaning & CCTV**

Hydromax USA will perform wastewater cleaning and a PACP CCTV inspection in accordance with industry best practices to ensure thorough and efficient results. Crews will clean each wastewater line immediately prior to CCTV inspection, ensuring that all wastewater pipes are cleaned and inspected within the same calendar day. Prior to inspection, crews will conduct light cleaning of each wastewater segment—up to three passes—from manhole to manhole in the upstream to downstream direction, unless an obstruction is encountered. All debris will be collected and removed at manholes with access for the

combination wastewater cleaning unit, and all debris will be removed from the wastewater system at the end of each day. Debris will not be blown down line segments that are not included in the inspection project. All CCTV inspections shall be completed utilizing PACP coding to ensure consistency and accuracy. All data shall also be delivered in accordance with PACP standards.

6.0.A1 Light Wastewater Cleaning & CCTV – 6-inch to 12-inch

6.0.A2 Light Wastewater Cleaning & CCTV – 13-inch to 24-inch

6.0.A3 Light Wastewater Cleaning & CCTV – 25-inch to 42-inch

6.0.A4 Light Wastewater Cleaning & CCTV – Greater than 42-inch

- **6.0.B Heavy Wastewater Cleaning**

If additional debris or impediments to inspection are observed following the initial light cleaning, Hydromax USA will seek approval from the Owner to proceed with heavy cleaning. Heavy cleaning will be necessary in sections of pipe containing significant root intrusion, large accumulations of debris, or several inches of sand and gravel, and will involve the use of enhanced hydraulic nozzles and root cutters. Notification of the need for heavy cleaning will be submitted immediately. Hydromax USA will utilize an Instant Notification App to promptly alert the Owner of all heavy cleaning requirements. This system will be capable of delivering simultaneous alerts to up to 10 client points of contact and will include photographic documentation of the pipe condition and debris as part of the notification submission.

- **6.0.C Reverse Setup**

If obstructions are not passable and cannot be removed by wastewater cleaning, Hydromax USA will withdraw CCTV equipment and perform a reverse inspection from opposite end of the wastewater segment in accordance with PACP protocols. When additional obstructions are encountered after reversal of equipment and no means are available for passing a second obstruction to complete the wastewater main inspection, the segment will be remanded to the Owner for resolution. The portion of the main inspected will be paid for as prescribed.

- **6.0.D Siphon Cleaning & Assessment**

Hydromax USA will perform the cleaning and assessment of the wastewater siphon using specialized procedures tailored to its inverted design and limited access. Most siphons are constructed with multiple barrels, allowing flow to continue through one or more barrels while another is temporarily taken out of service. The process begins with site preparation, safety protocols, and flow control—typically achieved by plugging the targeted barrel to isolate it for cleaning while maintaining flow through the remaining active barrels. Crews will access the siphon through existing structures and utilize high-velocity jetting or mechanical tools to remove accumulated debris, which will be vacuumed and properly disposed of. Following cleaning, the isolated barrel will be dewatered to allow for a thorough CCTV inspection using robotic or push cameras. The inspection will be conducted in accordance with NASSCO PACP standards to evaluate the internal condition of the siphon, identifying any structural or operational defects. All findings, including video documentation and condition assessments, will be compiled into a detailed report to support ongoing maintenance or rehabilitation planning.

- **6.0.E Multi-Sensor Inspection (MSI)**

Hydromax USA will perform a comprehensive assessment of existing sanitary sewer mains and connections 24 inches in diameter and larger using Pipeline Assessment Certification Program (PACP) internal closed-circuit television (CCTV), Sonar, and Multi-Sensor Inspection (MSI) technologies. These inspections will be conducted to digitally document and evaluate the condition of the wastewater infrastructure. The scope of work includes wastewater pipes located in a variety of environments, including improved streets, arterial and primary roads, backyards, and unimproved easements. Hydromax USA is equipped with all-terrain vehicles suitable for accessing challenging terrain, as well as any specialized equipment necessary for safe and compliant access to elevated manholes, in full accordance with The Loss Control Manual. No cleaning of the sanitary sewers will be performed prior to CCTV and Sonar inspection unless explicitly requested by the Utility. Hydromax USA will furnish all

labor, including competent PACP-certified technicians, as well as all necessary equipment, tools, accessories, and materials required to complete the CCTV and Sonar inspections of the designated 24-inch and larger diameter sanitary sewer lines.

- **6.0.F Multi-Sensor Inspection (MSI) Data Processing & Reporting**

Hydromax USA will perform a multi-sensor inspection of the wastewater system using advanced technology that simultaneously captures CCTV video, laser profiling, sonar, and other relevant data to assess the condition and geometry of the pipe. This comprehensive data set provides insight into structural defects, debris accumulation, sediment levels, and potential capacity restrictions. Once collected, all inspection data will be securely transmitted to PIPC for processing and analysis. PIPC will compile the data into a detailed report that includes visual documentation, cross-sectional profiles, and condition assessments, enabling the utility owner to make informed decisions about maintenance, rehabilitation, or further investigation.

- **6.0.G Manhole Assessment (Level 1)**

Hydromax USA will perform a NASSCO MACP (Manhole Assessment Certification Program) Level 1 inspection. This is a standardized visual assessment performed from the ground surface without confined space entry. It involves collecting a GPS point, documenting basic structural and operational conditions of a manhole using NASSCO's defect codes. The inspection includes observations of the frame, cover, chimney, cone, barrel, and invert to identify issues such as corrosion, cracks, infiltration, and other visible defects. This level of inspection is typically used for preliminary condition assessments or in areas where access is limited.

- **6.0.H Manhole Assessment (Level 2 w/ 3D Scan)**

Hydromax USA will perform a NASSCO MACP Level 2 manhole inspections using advanced photogrammetry 3D scanning technology to deliver high-resolution, detailed assessments of manhole conditions. This inspection includes collecting a GPS point, and capturing structural, operational, and maintenance defects in accordance with NASSCO standards and includes a full 3D model of the manhole interior. The photogrammetry 3D scan provides precise measurements and visualizations that enhance condition assessment, asset management, and rehabilitation planning. TREKK 360 camera system or similar utilized.

- **6.0.I Elevated Manhole Access**

To safely access a wastewater manhole elevated more than 4 feet above grade, Hydromax USA utilizes a combination of fall protection equipment, extension ladders, and custom access platforms as needed. Crews first assess site conditions and secure the area. Fall protection harnesses and anchor points are used in compliance with OSHA regulations.

- **6.0.J Smoke Testing**

Hydromax USA will conduct wastewater smoke testing to identify defects such as illicit connections, broken pipes, and inflow sources within the sanitary sewer system. The process begins with distributing door hangers or notices to all affected properties at least 24 to 48 hours in advance to inform residents about the upcoming testing and what to expect. During testing, non-toxic, white smoke is introduced into the wastewater system using a high-capacity blower. As the smoke travels through the pipes, it escapes through defects such as cracks, open cleanouts, and improper connections, which are then documented. Each defect location is recorded using GPS to ensure precise mapping and reporting. This data helps utility owners prioritize maintenance and reduce excessive stormwater inflow into the system. (no plugging or sandbagging)

- **6.0.K Flow Monitoring**

Hydromax USA will conduct wastewater flow monitoring by strategically installing flow meters within the sanitary sewer system to capture real-time data on flow rates, depth, and velocity over a designated monitoring period. This service is essential for understanding system performance during dry and wet weather conditions. Our team handles all aspects of the deployment, including site selection, equipment installation, calibration, maintenance, and data retrieval. The collected data is compiled into non-engineered reports that include detailed charts, graphs, and summaries, providing municipalities and

engineers with a clear understanding of wastewater capacity, infiltration/inflow patterns, and peak flow conditions to support planning and decision-making.

6.0K1 Flow Meter Installation for Flow Monitoring

Hydromax USA provides turnkey flow monitoring installation services to support accurate data collection for sewer system evaluation studies (SSES), infiltration and inflow (I/I) analysis, and capacity assessments. Our experienced field crews install and maintain advanced flow monitoring equipment in sanitary and storm sewer systems, ensuring reliable, real-time data to help utilities make informed decisions.

Each installation is performed with a focus on safety, data integrity, and minimal disruption to the system. Our team handles everything from pre-installation site assessments and equipment calibration to secure installation in manholes and ongoing data verification. We utilize industry-leading sensors to capture flow depth, velocity, and surcharge conditions in a wide range of pipe sizes and flow environments.

6.0K2 Flow Meter Maintenance

Hydromax USA provides comprehensive flow monitoring maintenance services to ensure the accuracy, reliability, and longevity of deployed flow monitoring equipment. Our experienced field technicians perform scheduled and emergency maintenance on temporary and permanent flow monitors used in wastewater and stormwater systems.

Services include:

- Site inspections and equipment calibration
- Data quality verification and troubleshooting
- Battery replacement and sensor cleaning
- Firmware updates and hardware repairs
- Relocation or removal of monitors as needed

6.0K3 Flow Meter Final Report

Hydromax USA's Monthly Flow Monitoring Reports provide a clear, data-driven summary of flow conditions observed at each monitored site within a sanitary or storm sewer system. Each report is designed to give utility managers, engineers, and decision-makers a comprehensive view of system performance over the monitoring period.

The report includes:

- **Daily Flow Trends:** Graphical and tabular data showing average, minimum, and peak flows.
- **Rainfall Correlation:** Analysis of rainfall data overlaid with flow response to identify potential I&I (Infiltration and Inflow) patterns.
- **Diurnal Patterns:** Flow curves illustrating system behavior during typical weekdays and weekends.
- **Event Logging:** Identification and detailed breakdown of notable flow events, including wet weather spikes or dry weather anomalies.
- **Site Performance Summary:** Comparison to historical data or established benchmarks for each metering location.
- **Data Quality Assurance:** Documentation of meter uptime, sensor calibration status, and any maintenance activities or data adjustments.

All flow data is collected using calibrated, high-accuracy equipment installed and maintained by Hydromax USA's experienced field technicians. The result is reliable, actionable data to support capital planning, I&I reduction efforts, and regulatory compliance.

- **6.0.L Rain Gauge Installation**

Hydromax USA will conduct rain gauge monitoring to support comprehensive flow monitoring of wastewater systems. By strategically installing and maintaining rain gauges throughout the service area, we accurately capture precipitation data that directly correlates with wastewater flow patterns. This rainfall information is integrated with flow monitoring data to help identify infiltration, inflow, and overall system performance under various weather conditions. Hydromax USA provides non-engineered, clear, and concise reports summarizing the collected rain gauge and flow data, enabling clients to better understand system behavior and make informed operational decisions.

- **6.0L1 Rain Gauge Maintenance**

Hydromax USA provides comprehensive rain gauge maintenance services to ensure accurate and reliable precipitation data for municipal stormwater programs, flood forecasting, and regulatory compliance. Our trained field technicians perform routine inspections, calibrations, and cleanings to eliminate debris, biological buildup, or mechanical faults that can compromise gauge performance.

- Services include:
 - Visual inspection and functional testing of gauges
 - Removal of debris and obstructions from collection funnels
 - Verification and calibration of tipping mechanisms or electronic sensors
 - Data logger checks and battery replacements
 - Documentation of service activities and condition reports

- **6.0.M Easement Access**

Hydromax USA will apply an additional charge for accessing wastewater manholes located more than 50 feet off the curb of a paved road during wastewater cleaning, CCTV inspections, or Multi-Sensor Inspection (MSI) services. This fee accounts for the increased complexity and resource requirements associated with reaching these remote manholes.

To navigate challenging terrains or private properties, Hydromax USA employs specialized equipment such as compact CCTV systems mounted on all-terrain vehicles and easement cleaning machines. These portable units are designed to access hard-to-reach areas, ensuring comprehensive inspections even in difficult conditions.

7.0 ADDITIONAL MISCELLANEOUS SERVICES

Hydromax USA may provide the following additional miscellaneous services as defined and as approved by Owner prior to Hydromax USA mobilization and start of project.

- **7.0.A GIS Data Analyst Support Services**

Hourly rate for performing additional GIS support services not specifically defined in other sections of this proposal.

- **7.0.B Confined Space Entry Tech Services**

Additional rate per asset to perform services which require confined space entry. Hydromax USA will adhere to related OSHA requirements.

- **7.0.C Maintenance of Traffic (MOT beyond arrow boards and cones).**

Daily rate for additional MOT required outside of cones, arrow boards, and flashers to perform the required scope of work. Cones, arrow boards, and flashers are provided as part of our standard temporary MOT.

- **7.0.C1 Maintenance of Traffic (MOT beyond arrow boards and cones) – Water Services**

- **7.0.C2 Maintenance of Traffic (MOT beyond arrow boards and cones) – Wastewater Services**

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- **7.0.D Test Cut and Shut-Down Support Services**

Hourly rate to provide on-call test cut and shut-down support services to the utility in support of emergency and planned operations.

- **7.0.E Water Services Field Technician**

Hourly rate for a single field technician with equipment to perform additional water non-repair services not specifically defined in other sections of this proposal.

- **7.0.F Wastewater Services Field Crew (VAC)**

Hourly rate for a two-person crew with VAC equipment to perform additional services not specifically defined in other sections of this proposal. Work performed during normal working hours.

- **7.0.G Wastewater Services Field Crew (CCTV)**

Hourly rate for a two-person crew with CCTV equipment to perform additional services not specifically defined in other sections of this proposal. Work performed during normal working hours.

- **7.0.H Wastewater Services Field Technician**

Hourly rate for additional wastewater technician to perform services not specifically defined in other sections of this proposal. Typically, this line item is used to add an additional crew member to a wastewater crew when necessary, and no additional equipment is needed. Work performed during normal working hours.

- **7.0.I GPS-only of Assets**

Per unit rate to collect sub-foot GPS data only for identified assets. No other information will be collected or provided for work performed under this line item. The work to be performed while crews are mobilized for the base contract work.

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8.0 CLARIFICATIONS

- Unless otherwise stated in the proposal, this proposal does not include any payment of prevailing wages or certified payroll reporting.
- There are no hazardous materials present in the project area.
- On CCTV, Cleaning, and Multi-Sensor projects:
 - The unit price quoted for light cleaning and CCTV inspection on a per linear foot (LF) basis is valid only when a minimum of 2,000 LF of wastewater main is continuous and accessible for uninterrupted inspection and cleaning. If the total footage falls below 2,000 LF, or if the sections are non-contiguous—necessitating repeated equipment setup, relocation, or remobilization—the work will be invoiced at the applicable hourly rate.
 - This proposal does not include bypass pumping or pipe plugging unless otherwise stated within.
 - Client will be responsible for the costs associated with any repairs or extractions that are required due to existing structural defects or failures.
 - This proposal does not include any clearing/ grubbing for easement roads or access.
 - Customer will provide access to the work site that will be adequately sized for HUSA's equipment and will be a maximum of fifty (50) feet from manholes that need to be accessed.
 - Client will provide a dump location for the debris, within 1 hour drive of the project area and not restricted in operating hours.
 - Client will provide water access within one mile of the work area.
 - Hydromax USA will not be responsible for damage or cleaning to residential homes/bathrooms due to debris backflushing through residential toilets, where the wastewater lateral installation/angle contributes to the damage or issues with venting at residential homes.

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7.0 PROGRAM PRICING (REV 9.5.25)

Hydromax USA proposes to perform the following scope of work as defined in the sections above at the for the TIPS pricing referenced in the table below. It is understood that all quantities are approximate totals and non-binding.

Item #	Service Name	Service Description	Unit	TIPS Price	EST. QTY	Ext. Price
1.0 Administration & Travel						
1.0.A	Crew Travel / Mobilization	8-Hour Travel Day for Crew Mobilization to Project Site	Per Person / Per Day	\$2,000.00		
1.0.B	Lodging and Per Diem	Lodging and Per Diem for Non-Local Project	Per Person / Per Day	\$200.00		
2.0 Valve Assessment, Maintenance & Information Management						
2.0.A	Valve Assessment, 4 Inch or smaller Diameter Valve	AWWA M44 Valve Assessment, 4 Inch or smaller Diameter Valve	Per Valve	\$59.48		
2.0.B	Valve Assessment, 6-inch Diameter Valve	AWWA M44 Valve Assessment, 6-inch Diameter Valve	Per Valve	\$61.65		
2.0.C	Valve Assessment, 8-inch Diameter Valve	AWWA M44 Valve Assessment, 8-inch Diameter Valve	Per Valve	\$62.73		
2.0.D	Valve Assessment, 10-inch Diameter Valve	AWWA M44 Valve Assessment, 10-inch Diameter Valve	Per Valve	\$64.89		
2.0.E	Valve Assessment, 12-inch Diameter Valve	AWWA M44 Valve Assessment, 12-inch Diameter Valve	Per Valve	\$64.89		
2.0.F	Valve Assessment, 14-inch Diameter Valve	AWWA M44 Valve Assessment, 14-inch Diameter Valve	Per Valve	\$64.89		
2.0.G	Valve Assessment, 16-inch Diameter Valve	AWWA M44 Valve Assessment, 16-inch Diameter Valve	Per Valve	\$66.95		
2.0.H	Valve Assessment, 18-inch Diameter Valve	AWWA M44 Valve Assessment, 18-inch Diameter Valve	Per Valve	\$77.25		
2.0.I	Valve Assessment, 20-inch Diameter Valve	AWWA M44 Valve Assessment, 20-inch Diameter Valve	Per Valve	\$97.85		
2.0.J	Valve Assessment, 24-inch Diameter Valve	AWWA M44 Valve Assessment, 24-inch Diameter Valve	Per Valve	\$118.45		

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2.0.K	Valve Assessment, 30-inch Diameter Valve	AWWA M44 Valve Assessment, 30-inch Diameter Valve	Per Valve	\$180.25		
2.0.L	Valve Assessment, 36-inch Diameter Valve	AWWA M44 Valve Assessment, 36-inch Diameter Valve	Per Valve	\$200.85		
2.0.M	Valve Assessment, 42-inch Diameter Valve	AWWA M44 Valve Assessment, 42-inch Diameter Valve	Per Valve	\$216.30		
2.0.N	Valve Assessment, 48-inch Diameter Valve	AWWA M44 Valve Assessment, 48-inch Diameter Valve	Per Valve	\$270.38		
2.0.O	Valve Assessment, 54-inch Diameter Valve	AWWA M44 Valve Assessment, 54-inch Diameter Valve	Per Valve	\$297.41		
2.0.P	Valve Assessment, 60-inch Diameter Valve	AWWA M44 Valve Assessment, 60-inch Diameter Valve	Per Valve	\$378.53		
2.0.Q	Valve Assessment, Over 60-inch Diameter Valve	AWWA M44 Valve Assessment, Over 60-inch Diameter Valve	Per Valve	\$432.60		
2.0.R	Valve Cannot Be Located (CNL)	AWWA M44 Valve Assessment, Valve Cannot Be Located (CNL)	Per CNL	\$59.48		
2.0.S	Valve Cannot Be Accessed (CNA)	AWWA M44 Valve Assessment, Valve Cannot Be Accessed (CNA)	Per CNA	\$59.48		
2.0.T	Valve Located and Accessed, Not Operated (CNO)	AWWA M44 Valve Assessment, Valve Located and Accessed, Not Operated (CNO)	Per CNO	\$59.48		
2.0.U	Valve Raise (up to 18-inches in Grass, Dirt, Gravel; Labor Only)	Valve Raise (up to 18-inches in Grass, Dirt, Gravel; Labor Only)	Per Valve	\$38.63		
2.0.V	Valve Raise (up to 18-inches in Asphalt w/ Cold Patch; Labor Only)	Valve Raise (up to 18-inches in Asphalt w/ Cold Patch; Labor Only)	Per Valve	\$115.36		
2.0.W	Valve Realign (up to 18-inches in Grass, Dirt, Gravel; Labor Only)	Valve Realign (up to 18-inches in Grass, Dirt, Gravel; Labor Only)	Per Valve	\$77.25		
2.0.X	Valve Realign (up to 18-inches in Asphalt w/ Cold Patch; Labor Only)	Valve Realign (up to 18-inches in Asphalt w/ Cold Patch; Labor Only)	Per Valve	\$230.72		

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2.0.Y1	Valve Operating Nut Repair	Valve Operating Nut Repair (up to 48-inches; No Excavation)	Per Valve	\$750.00		
2.0.Y2	Valve Operating Nut Repair	Valve Operating Nut Repair (4'-10'-inches; No Excavation)	Per Valve	\$1,200.00		
2.0.Z	ARV Assessment	Assessment Services for Air Release Valve	Per Hour	\$300.00		

3.0 Fire Hydrant Assessment, Maintenance & Information Management

3.0.A	Fire Hydrant Testing and Maintenance (Single; No Paint)	Fire Hydrant Testing and Maintenance (Single; No Paint)	Per Hydrant	\$54.08		
3.0.B	Fire Hydrant Testing and Maintenance (Single; w/ One-Color Paint)	Fire Hydrant Testing and Maintenance (Single; w/ One-Color Paint)	Per Hydrant	\$61.29		
3.0.C	Fire Hydrant Testing and Maintenance (Single; w/ Two-Color NFPA Paint)	Fire Hydrant Testing and Maintenance (Single; w/ Two-Color NFPA Paint)	Per Hydrant	\$71.59		
3.0.D	Fire Hydrant Testing and Maintenance (Two-Hydrant; No Paint)	Fire Hydrant Testing and Maintenance (Two-Hydrant; No Paint)	Per Hydrant	\$108.15		
3.0.E	Fire Hydrant Testing and Maintenance (Two-Hydrant; One-Color Paint)	Fire Hydrant Testing and Maintenance (Two-Hydrant; One-Color Paint)	Per Hydrant	\$115.36		
3.0.F	Fire Hydrant Testing and Maintenance (Two-Hydrant; w/ Two-Color NFPA Paint)	Fire Hydrant Testing and Maintenance (Two-Hydrant; w/ Two-Color NFPA Paint)	Per Hydrant	\$125.66		
3.0.G	Fire Hydrant Testing and Maintenance (High Pressure; No Paint)	Fire Hydrant Testing and Maintenance (High Pressure over 125 PSI; No Paint)	Per Hydrant	\$81.11		
3.0.H	Fire Hydrant Testing and Maintenance (High Pressure; One-Color Paint)	Fire Hydrant Testing and Maintenance (High Pressure over 125 PSI; One-Color Paint)	Per Hydrant	\$88.32		

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3.0.I	Fire Hydrant Testing and Maintenance (High Pressure; w/ Two-Color NFPA Paint)	Fire Hydrant Testing and Maintenance (High Pressure over 125 PSI; w/ Two-Color NFPA Paint)	Per Hydrant	\$98.62		
3.0.J	Fire Hydrant CNL	Fire Hydrant Cannot Be Located (CNL)	Per Hydrant	\$25.00		
3.0.K	Fire Hydrant CNA	Fire Hydrant Cannot Be Accessed (CNA)	Per Hydrant	\$25.00		
3.0.L	Fire Hydrant OOS	Fire Hydrant Out of Service (OOS)	Per Hydrant	\$52.50		
3.0.M	Fire Hydrant Minor Repair (4-Hour Minimum; No Excavation; Labor Only)	Fire Hydrant Minor Repair (4-Hour Minimum; No Excavation; Labor Only)	Per Hour/Per Person	\$154.50		
3.0.N	Fire Hydrant ID Tag	Furnish & Install Fire Hydrant ID Tag	Per Tag	\$14.42		
3.0.O	Fire Hydrant Reflective Road Marker	Furnish & Install Fire Hydrant Reflective Road Marker	Per Marker	\$12.36		
3.0.P	Adder for Dechlorination during Flushing	Add Dechlorination to Hydrant Flushing	Each	\$9.00		
3.0.Q	Adder for 2 nd Trip to Hydrant	Adder for 2 nd Trip to Hydrant for 2 nd Coat Painting or Other Services	Each	\$65.00		
4.0 Flushing Services						
4.0.A	Fire Hydrant Flushing Services (Non-UDF)	Fire Hydrant Maintenance Flushing (Non-UDF; 1-Person Crew; 8-Hour Day)	Per Day/Per 1-Person Crew	\$1,236.00		
4.0.B	Unidirectional Flushing Services	Unidirectional Flushing Plan Execution Services (2-Person Crew; 8-Hour Day)	Per Day/Per 2-Person Crew	\$2,472.00		
5.0 Acoustic Leak Detection						
5.0.A	Acoustic Leak Detection	Acoustical Leak Detection Services (8-Hour Minimum)	Per Day/Per Person	\$1,854.00		
5.0.B	Acoustic Leak Detection Program	Acoustic Leak Detection Program - Metallic (250 Miles Minimum)	Per Mile	\$257.50		

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6.0 Wastewater Services						
6.0.A1	Light Wastewater Cleaning & CCTV (6-in to 12-inch)	Light Wastewater Cleaning & CCTV (6-in to 12-inch)	Per Linear Foot	\$2.25		
6.0.A2	Light Wastewater Cleaning & CCTV (13-in to 24-inch)	Light Wastewater Cleaning & CCTV (13-in to 24-inch)	Per Linear Foot	\$2.60		
6.0.A3	Light Wastewater Cleaning & CCTV (25-in to 42-inch)	Light Wastewater Cleaning & CCTV (25-in to 42-inch)	Per Linear Foot	\$3.15		
6.0.A4	Light Wastewater Cleaning & CCTV (Greater than 42-inch)	Light Wastewater Cleaning & CCTV (Greater than 42-inch)	Per Linear Foot	\$4.85		
6.0.B	Heaving Wastewater Cleaning	Heavy Wastewater Cleaning	Per Hour	\$325.00		
6.0.C	Reverse Setup	Reverse Setup to Complete Inspection	Each	\$200.00		
6.0.D	Siphon Cleaning & Assessment	Siphon Cleaning, Dewatering, & Assessment	Per Hour/Per Crew	\$650.00		
6.0.E	Multi-Sensor Inspection (MSI)	Multi-Sensor Inspection (LiDAR, Sonar, & CCTV)	Per Linear Foot	\$5.00		
6.0.F	Multi-Sensor Inspection (MSI) Data Processing & Reporting	Multi-Sensor Data Processing & Reporting	Per Linear Foot	\$3.15		
6.0.G	Manhole Assessment (Level 1)	Manhole Assessment (MACP Level 1)	Each	\$75.00		
6.0.H1	Manhole Assessment (Level 2 w/ 3D Scan)	Manhole Assessment (MACP Level 2 w/ 3D Scan) Depth of > 26'	Each	\$290.00		
6.0.H2	Manhole Assessment (Level 2 w/ 3D Scan)	Manhole Assessment (MACP Level 2 w/ 3D Scan) Depth of 26'-60'	Each	\$365.00		
6.0.H3	Manhole Assessment (Level 2 w/ 3D Scan)	Manhole Assessment (MACP Level 2 w/ 3D Scan) Depth of 61-80'	Each	\$525.00		
6.0.I	Elevated Manhole Access	Access Manhole Elevated more than 4 Feet Above Grade	Each	\$700.00		

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6.0.J	Smoke Testing	Smoke Testing & Reports	Linear Foot	\$0.67		
6.0.K1	Flow Monitoring Installation	Flow Meter Installation for Flow Monitoring	Each	\$2,500.00		
6.0.K2	Flow Meter Maintenance	Flow Meter Monthly Maintenance Check	Per unit/month	\$500.00		
6.0.K3	Flow Meter Final Report	Flow Meter Final Analysis & Report	Each	\$2,000.00		
6.0.L	Rain Gauge Installation	Rain Gauge Installation	Each	\$500.00		
6.0.L1	Rain Gauge Maintenance	Rain Gauge Monthly Maintenance Check	Per Unit/Month	\$150.00		
6.0.M	Easement Access	Adder for Easement Access More than 50 Feet off Curb Edge	Per Linear Foot	\$1.50		

7.0 Additional Miscellaneous Services

7.0.A	GIS Data Services	GIS Data Analyst Services in Support of Asset Management Program	Per Hour/Per Person	\$180.25		
7.0.B	Confined Space Entry Certified (Added to Services)	Confined Space Tech Services (2-Person Crew)	Per Asset	\$257.50		
7.0.C1	MOT Beyond Arrow Boards and Cones - Water	Maintenance of Traffic (MOT Beyond Arrow Boards and Cones) - Water	Per Day	\$1,854.00		
7.0.C2	MOT Beyond Arrow Boards and Cones - Wastewater	Maintenance of Traffic (MOT Beyond Arrow Boards and Cones) - Wastewater	Per Day	\$3,200.00		
7.0.D	Test-Cut / Shut Down Service and Mapping	Valve Tech & Mapping Services in Support of Pipeline Repair (1-Person Crew; 8-Hour Minimum)	Per Hour/Per Person	\$242.05		
7.0.E	Water Services Field Technician - Hourly	Water Services Field Technician w/ Equipment (Non-Repair)	Per Hour/Per Person	\$154.50		
7.0.F	Wastewater Services Field Crew (VAC)	Two-Person Wastewater VAC Crew w/ Equipment (Non-Repair)	Per Hour/Per Crew	\$325.00		

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7.0.G	Wastewater Services Field Crew (CCTV)	Two-Person Wastewater CCTV Crew w/ Equipment (Non-Repair)	Per Hour/Per Crew	\$325.00		
7.0.H	Wastewater Services Field Technician	Additional Wastewater Technician – No Equipment (Non-Repair)	Per Hour/Per Person	\$150.00		
7.0.I	GPS-only of Assets	Service to Collect Sub-Foot GPS Data Only (No Other Data Collected)	Each	\$12.00		
Total						

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8.0 PROGRAM CONTRACTING

The TIPS Member must include the Vendor Name and TIPS Contract Name and Number on each purchase order so that Hydromax USA can report contract use to TIPS.

Vendor Name: **Hydromax USA LLC**

TIPS Contract Name and Number: **TIPS Contract 240501; MRO (Maintenance, Repair, and Operations Of Facilities and Grounds) Supplies, Equipment, Tool Rental, Sales and Services)**

9.0 ACCEPTANCE AND AGREEMENT

TIPS requires its members to execute a vendor agreement prior to the performance of any services. By signing below, the TIPS Member accepts the scope of work, associated pricing, and supplemental terms and conditions provided herein. Once signed by both the TIPS Member and Hydromax USA, this document shall constitute an agreement for HUSA to provide the services as defined above.

Accepted on behalf of TIPS Member Metro Water Services:

Signature: _____

Title: _____

Name: _____

Date: _____

Accepted on behalf of Hydromax USA LLC:

Signature: _____

Title: _____

Name: _____

Date: _____

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SUPPLEMENTAL TERMS AND CONDITIONS

TIPS CONTRACT 240501 MRO (MAINTENANCE, REPAIR, AND OPERATIONS OF FACILITIES AND GROUNDS) SUPPLIES, EQUIPMENT, TOOL RENTAL, SALES AND SERVICES

The following terms and conditions (these “**Terms**”) shall apply to all services Hydromax USA LLC (“**HUSA**”) performs for TIPS Members (as defined in Section 1) in connection with the above-referenced TIPS contract:

THESE TERMS ARE AN OFFER BY HUSA TO PERFORM SERVICES (AS DEFINED BELOW) FOR THE TIPS MEMBER SUBJECT TO THE APPROVAL OF HUSA’S CREDIT DEPARTMENT, AND MAY BE ACCEPTED ONLY ON THESE EXACT TERMS AND CONDITIONS. THESE TERMS, THE ACCEPTED PROPOSAL (AS DEFINED BELOW) AND ANY OTHER DOCUMENTS SPECIFICALLY REFERRED TO HEREIN OR THEREIN (COLLECTIVELY, THE “**AGREEMENT**”) CONSTITUTE THE EXCLUSIVE, COMPLETE AND FINAL AGREEMENT BETWEEN HUSA AND THE TIPS MEMBER AND THERE ARE NO OTHER AGREEMENTS, REPRESENTATIONS, PROMISES, OR STATEMENTS BETWEEN THE PARTIES EITHER EXPRESSED OR IMPLIED. THIS AGREEMENT SUPERSEDES AND GOVERNS OVER THE TERMS AND CONDITIONS OF ANY DOCUMENT PRESENTED, SENT OR ISSUED BY THE TIPS MEMBER. ALL DOCUMENTATION SHALL BE SUBJECT TO CORRECTION OF STENOGRAPHIC ERRORS. NO VARIATION OF THE AGREEMENT SHALL BE BINDING UPON HUSA UNLESS AND UNTIL SUCH VARIATION HAS BEEN ACCEPTED IN WRITING BY A DULY AUTHORIZED PERSON ON BEHALF OF HUSA. THIS AGREEMENT AND ALL DISPUTES AND LEGAL ACTIVITIES SHALL BE GOVERNED BY AND CONDUCTED AS SET FORTH IN THESE TERMS.

1. DEFINITIONS

- a. “**Accepted Proposal**” means the proposal for Services submitted by HUSA in response to a TIPS posting that has been accepted by the TIPS Member and agreed between the parties. These Terms are an essential part of every HUSA proposal and must be executed by each party for a proposal to be deemed accepted.
- b. “**Person**” means (whether or not capitalized) an individual, corporation, business trust, estate, trust, partnership, association, joint venture, or other legal or commercial entity. This term also includes a government or governmental subdivision, agency or instrumentality.
- c. “**TIPS Member**” means any public entity or qualifying non-profit that has properly joined or utilizes The Interlocal Purchasing System (“**TIPS**”).

2. SERVICES

The services to be performed by HUSA for the TIPS Member shall be detailed and described in the Accepted Proposal (the “**Services**”). Any modifications of the Accepted Proposal and/or any Services set forth therein must be in writing and agreed between the parties to be effective. All costs of changes to the Accepted Proposal and/or any Services requested by the TIPS Member will be at the TIP Member’s expense, subject to these Terms.

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- a. **Fees:** The fee (“**Fee**”) for the Services shall be as agreed in the Accepted Proposal. Any changes to the Fee must be in writing and agreed between the parties to be effective; provided, however, that, if the changes to the Fee results in pricing that is not already included in the TIPS pricing and approved by TIPS, such pricing will not be effective until it is approved by TIPS. Any changes to the Services requested by the TIPS Member, or required by law or regulation or deemed necessary by HUSA may cause additional fees and costs.
- b. **Taxes:** The TIPS Member shall be responsible and liable for the payment of all taxes, however designated or incurred, which are paid or payable as a result of or otherwise in connection with the Agreement, including, without limitation, federal, provincial and local, excise, sales, use, goods and services, value added and any taxes or other amounts in lieu thereof, except for any taxes based on HUSA’s net income (collectively, “**Taxes**”). Notwithstanding the foregoing or anything herein to the contrary, (a) this provision shall not apply if the TIPS Member is tax-exempt and it promptly provides HUSA with a copy of its tax exemption certificate or other proof of tax-exempt status, and (b) the laws and regulations regarding Taxes applicable to the TIPS Member shall control in the event of a conflict.
- c. **Payment Terms**
 - i. All payments must be made in cash in U.S. Dollars unless otherwise agreed in writing by HUSA. If the currency conversion rate utilized by the TIPS Member in making any payment results in the payment of an amount less than the full amount due in U.S. Dollars for any reason (including, without limitation, a change in the exchange rate between the conversion date and date of actual payment), the TIPS Member shall pay any such shortfall to HUSA immediately upon HUSA’s demand.
 - ii. When HUSA is engaged to perform full program management including all field correlation activities, 90% of payment is due upon completion of field testing. The remaining 10% is billed upon submission of a draft report.
 - iii. All invoices are Net 30 and will be due and payable no later than 60 days from the date of invoice.
 - iv. All payments made by the TIPS Member shall be calculated without reference to any back charge, set-off or counterclaim and shall be made free and clear of and without deduction for or on account of any back charge, set-off or counterclaim.
 - v. All fees, expenses and other payments under the Agreement shall be paid without giving effect to any Taxes. If the TIPS Member is required by law to deduct or withhold any amounts with respect to any Taxes or if any Taxes are required to be paid by HUSA as a result or arising out of the Agreement, the TIPS Member shall pay HUSA such additional amounts as shall be required so that the net amount received by HUSA from the TIPS Member after such deduction, withholding or payment shall equal the amounts otherwise payable to HUSA under the Agreement. If any Taxes are payable with respect to the Fee paid or payable to HUSA under this Agreement, HUSA will add the amount of such Taxes to its invoice and the TIPS Member shall pay HUSA such Taxes.
- d. **Late Payments:** Where the TIPS Member fails to pay the Fees in accordance with these Terms, HUSA shall have the right, in addition to any other rights or remedies available to it, to charge, and the TIPS Member agrees to pay, interest on such overdue amounts at the rate of the greater of one percent (1.0%) and the maximum amount permitted by law, per month calculated daily, compounded monthly both before and after any court judgement in respect of the same from the date such payment was due including attorney

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fees. In addition, HUSA may suspend the performance of Services if any undisputed Fees are not paid to HUSA in accordance with this Agreement.

- e. TIPS Member Financial Conditions: If, during the period of performance of the Agreement, the financial condition of the TIPS Member is determined by HUSA not to justify the terms of payment specified, HUSA may demand full or partial payment in advance before performing (or continuing to perform) under the Agreement, or satisfactory security or guarantees that invoices will be promptly paid when due, or, at its option, without prejudice to other lawful remedies, may defer delivery or cancel the Agreement.
- f. Cost of Collection: The TIPS Member shall be responsible and liable for paying all costs and expenses incurred by HUSA associated with any collections and related efforts (including without limitation reasonable attorneys' fees and costs).

4. WARRANTY

- a. HUSA warrants that it will perform the Services in accordance with the specifications agreed in the Accepted Proposal and in compliance with applicable law. This warranty shall expire twelve (12) months from the date on which the Services were performed. In the event the Services do not conform to this warranty, HUSA will reperform such nonconforming Services. If the Services cannot be reperformed, HUSA shall refund the amount paid by the TIPS Member for such nonconforming Services. The TIPS Member's exclusive remedy and HUSA's sole obligation under this warranty shall be limited to such reperformance or refund.
- b. HUSA further warrants that any parts provided in connection with the Services will be free from defects. This warranty shall expire twelve (12) months from the date on which the part was provided by HUSA to the TIPS Member. In the event a part is defective, HUSA shall, at its sole option, either (1) repair or replace the defective part or components thereof, or (2) refund the price paid for the defective part to the TIPS Member. The TIPS Member's exclusive remedy and HUSA's sole obligation under this warranty shall be limited to such repair, replacement or refund, and shall be conditioned upon HUSA receiving written notice of any defect within a reasonable period of time after the defect was discovered or by reasonable care should have been discovered. In no event shall HUSA's liability for such defective part exceed the price paid by the TIPS Member for such part.
- c. **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE FULLEST EXTENT PERMITTED BY LAW, HUSA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, WITH RESPECT TO SUITABILITY, DURABILITY, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. HUSA DOES NOT REPRESENT OR WARRANT (I) THAT THE SERVICES WILL MEET THE TIP MEMBER'S NEEDS OR EXPECTATIONS OR WILL BE AVAILABLE FOR USE AT ANY PARTICULAR TIME, OR (II) THAT THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE. EXCEPT AS SET FORTH HEREIN, THE SERVICES ARE PROVIDED STRICTLY ON AN "AS IS," "AS AVAILABLE" BASIS.

5. LIMITATION OF LIABILITY

- a. Exclusion of Consequential Damages: IN NO EVENT SHALL HUSA BE LIABLE TO THE TIPS MEMBER OR ANY THIRD PARTY FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT

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LIMITATION, ANY DAMAGE OR INJURY TO BUSINESS EARNINGS, LOSS OF DATA, LOST PROFITS OR GOODWILL, ANY INTERRUPTION, INACCURACY OR ERROR AND/OR PERSONAL INJURY SUFFERED BY ANY PERSON ARISING FROM AND/OR RELATED WITH AND/OR CONNECTED TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER BASED ON A WARRANTY CLAIM OR ON A CLAIM OR ACTION OF AGREEMENT, TORT, OR OTHERWISE, EVEN IF HUSA IS ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

- b. Time Limit for Claims: ANY AND ALL CLAIMS, DEMANDS AND ACTIONS THE TIPS MEMBER HAS OR MAY HAVE AGAINST HUSA OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, OR AGENTS ARISING FROM OR IN CONNECTION WITH THE AGREEMENT MUST BE COMMENCED BY THE TIPS MEMBER WITHIN TWENTY-FOUR (24) MONTHS OF THE DATE THAT THE CAUSE OF ACTION FIRST AROSE. ANY AND ALL CLAIMS NOT COMMENCED WITHIN THIS TIME PERIOD WILL BE DEEMED WAIVED AND ABSOLUTELY BARRED. IN NO EVENT SHALL ANY CLAIM OF THE TIPS MEMBER BE COMMENCED AFTER ANY APPLICABLE STATUTORY LIMITATION HAS PASSED.
- c. Limitation of Damages: IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY THE TIPS MEMBER AGAINST HUSA WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, INCLUDING A BREACH BY HUSA OF ANY OF ITS OBLIGATIONS (WHETHER OR NOT A FUNDAMENTAL BREACH), THE TIP MEMBER'S EXCLUSIVE REMEDY SHALL BE TO RECEIVE FROM HUSA PAYMENT FOR ACTUAL AND DIRECT DAMAGES UP TO THE LIMIT OF THE APPLICABLE INSURANCE PROVIDED BY HUSA (AS SET FORTH IN SECTION 7 BELOW) IN CONNECTION WITH ITS SERVICES IN QUESTION. THE TIPS MEMBER ACKNOWLEDGES AND AGREES THAT: (A) THE ESSENTIAL PURPOSE OF THIS SECTION 5(C) IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY; (B) THE FEES WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF HUSA WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN; AND (C) HUSA HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE SERVICES TO THE TIPS MEMBER.
- d. Claims Against HUSA: The TIPS Member acknowledges and agrees that, to the fullest extent permitted by law, HUSA shall be the TIPS Member's sole and exclusive source for damages arising out of or in connection with the Services being provided under this Agreement, and no claim shall be brought against any employees, directors, officers, shareholders or partners of HUSA, unless the claim arises from the fraud, dishonesty or illegal acts of the person providing the Services.
- e. Proportional Liability: If the TIPS Member sustains any Damages (as defined below) for which HUSA and another person are jointly and severally liable, the TIPS Member agrees that the loss it can recover from HUSA shall be limited so as to be proportional to HUSA's relative contribution to the fault that caused the Damages.

6. INDEMNITY

- a. To the extent permitted by the laws and constitution of the TIPS Member's State, the TIPS Member agrees to indemnify, defend and hold HUSA and its employees, directors, officers, shareholders or partners (collectively, "**HUSA Indemnitees**") harmless from and against any and all claims, actions, lawsuits, proceedings, damages, losses, liabilities, penalties, fines, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "**Damages**") arising from, related to or in connection with the fraud, gross negligence or willful misconduct of the TIPS Member or its affiliates and its and their employees, directors, officers, shareholders or partners.

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- b. HUSA agrees to indemnify, defend and hold the TIPS Member harmless from and against any and all Damages arising from, related to or in connection with the negligence or willful misconduct of HUSA or its employees, directors, officers, shareholders or partners.

7. INSURANCE

- a. Minimum Coverage. HUSA will maintain no less than the following insurance coverages and limits during the term of this Agreement (each, a “**Policy**” and collectively, the “**Policies**”).
 - i. Commercial General Liability (“**CGL**”): combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
 - ii. Automobile Liability (“**Auto**”): combined single limit of \$1,000,000 with coverage for owned and leased automobiles. Automobile coverage is only necessary if HUSA’s vehicles are used in the provision of Services hereunder and/or are brought onto the TIPS Member’s site;
 - iii. Worker’s Compensation: statutory limits for the jurisdiction in which HUSA provides Services hereunder;
 - iv. Employers Liability: \$1,000,000 per accident/disease; and
 - v. Umbrella Liability: \$1,000,000 per occurrence and in the aggregate.
- b. Additional Insured. HUSA will add the TIPS Member as an additional insured on each of the CGL and Auto Policy if being used to meet the standard of the General Liability and Automobile Liability.
- c. Certificates of Insurance. Upon written request of the TIPS Member, HUSA shall provide the TIPS Member with current valid certificates of insurance verifying that the insurance requirements have been met and the Policies are in full force and effect.
- d. Notification. All Policies will [not be suspended, voided, cancelled, non-renewed or reduce below the coverages or limits set out in (a) above unless replaced by a policy with at least the same coverages or limits as the prior Policy except after thirty (30) days’ prior written notice has been given to the TIPS Member by certified mail, return receipt requested] [provide a minimum thirty (30) day endeavor to notify the TIPS Member, when available, by HUSA’s insurer].
- e. Damages. The TIPS Member waives all rights against HUSA and its employees, directors, officers, shareholders or partners for recovery of damages to the extent these damages are covered by the Policies maintained as required herein.

8. FORCE MAJEURE

HUSA is not responsible or liable for any delays or nonperformance arising from or in connection with any act of the TIPS Member or any person acting on the TIPS Member’s behalf, earth movement, fire, flood, explosion, the elements, other catastrophes, acts of God, war, riot, civil disturbance, strike, lockout, refusal of employees to work, labor disputes, shortage, acts of any governmental or regulatory authority substantially affecting HUSA’s operations, in the event HUSA suspends or discontinues business for any reason, or for any other reason beyond HUSA’s reasonable control.

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9. GOVERNING LAW; VENUE

Each of the TIPS Member and HUSA expressly agree that (a) this Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to the conflict of laws provisions thereof, and (b) any action or proceeding relating to this Agreement shall be brought exclusively in a State court of competent jurisdiction located in Denton County, Texas, or, if a Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas. Each Party hereby irrevocably consents to the jurisdiction of such courts and waives any objections it may have to personal jurisdiction, venue or forum. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10. TERM; TERMINATION

- a. Term: This Agreement shall commence as of the date the parties execute these Terms and shall continue until the completion of HUSA's Services, unless terminated earlier in accordance with this Agreement.
- b. Termination for Convenience: Either party may terminate this Agreement at any time by providing thirty (30) days' prior written notice to the other party.
- c. Termination for Cause: This Agreement may be terminated immediately upon written termination from one party (the "**Terminating Party**") to the other (the "**Terminated Party**") if any of the following occur:
 - i. the Terminated Party defaults in the performance of any of its material duties under this Agreement and, after written notice of such default, fails to cure such default within thirty (30) days (or, if such default cannot be cured in such time, does not give within thirty (30) days such assurance of cure as shall be reasonably satisfactory to the Terminating Party);
 - ii. the Terminated Party is dissolved (other than pursuant to a consolidation, amalgamation or merger) or has a resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger);
 - iii. a court having jurisdiction in the premises shall enter a decree or order for relief, and such decree or order shall not have been vacated within sixty (60) days, in respect of the Terminated Party in any involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appoint a receiver, liquidator, assignee, trustee, administrator, sequestrator or similar official for the Terminated Party or any substantial part of its property or order the winding-up or liquidation of its affairs; or
 - iv. the Terminated Party commences a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, consents to the entry of any order for relief in an involuntary case under any such law, consents to the appointment of a receiver, liquidator, assignee, trustee, custodian, sequestrator or similar official for the Terminated Party or any substantial part of its property, consents to the taking of possession by any such official or any substantial part of its property, makes any general assignment for the benefit of creditors or fails generally to pay its debts as they become due.

Each Party hereunder agrees that, if any of the events specified in clauses (ii), (ii) or (iv) of this Section 9(c) occurs, it shall use reasonable efforts to give written notice thereof to the other Party within five (5) business days after the occurrence of such event.

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- d. Effect of Termination: Upon termination of this Agreement by any party, HUSA shall immediately cease the performance of the Services and the TIPS Member shall be liable for payment of all fees, costs and other expenses and disbursements accrued or incurred up to the date of such termination in accordance with this Agreement.

11. MISCELLANEOUS

- a. Field Representative: A HUSA Field Representative may assist the TIPS Member, however, that Representative has no authority to bind HUSA in any way. HUSA shall not be held liable or responsible for any instructions or technical advice in connection with the Services hereunder.
- b. Compliance with Laws: HUSA will not undertake any Services that are prohibited by government regulation or the laws of the United States or the State of Texas or, as the case may be, by government regulation or the laws of any jurisdiction in which the Services are carried out or in which the TIPS Member is incorporated or has its principal place of business. HUSA will also not directly or indirectly pay or promise to pay, or authorize the payment of any money, or give, promise to give or authorize the giving of anything of value to any person, including any government official, legal professional or person affiliated with a legal organization or institution, to obtain improper information or secure any improper advantage for the TIPS Member in the course of carrying out the Services.
- c. Relationship of Parties: As between themselves, the parties are independent contractors. Neither party will be deemed to be an employee, agent, partner, joint venturer, or legal representative of the other party for any purpose, and neither party will have any right, power, or authority to obligate the other party.
- d. Binding Agreement: This Agreement shall be binding upon and shall endure to the benefit of HUSA and the TIPS Member and their respective heirs, executors, administrators, receivers, legal representatives, successors and permitted assigns.
- e. Assignment: Notwithstanding anything to the contrary contained herein, the obligations of HUSA under these Terms may be assigned or delegated to any company affiliated with HUSA, including all subsidiaries of HUSA and its employees and agents, provided that HUSA shall remain responsible to the TIPS Member as otherwise provided.
- f. Severability: In the event that any provision (or any portion of a provision) of these Terms shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision hereof and these Terms shall be construed as if such invalid, illegal or unenforceable provision (or portion of a provision) had never been contained herein in regards to that particular jurisdiction.
- g. Publicity: HUSA may disclose the existence of these Terms, the Agreement or the relationship between the parties. Without HUSA's prior written consent, the TIPS Member shall not use HUSA's name, logo, trademark or service mark and shall not issue any press release or otherwise make any public statements with respect to this Agreement or the contemplated arrangement hereunder.
- h. Waiver. No provision of, right or privilege under this Agreement shall be deemed to have been waived by any act, delay, omission or acquiescence on the part of any party, its agents or employees, but only by an

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instrument in writing duly executed by both parties. No waiver by any party of any breach or default of any provision of this Agreement by the other party shall be effective as to any other breach or default, whether of the same or any other provision and whether occurring prior to, concurrent with, or subsequent to the date of such waiver.

- i. Counterparts. This Agreement may be executed in counterparts (which may be exchanged by fax or PDF), each of which will be deemed an original, but all of which together will constitute the same Agreement.

TIPS SOLICITATION DOCUMENT



THE INTERLOCAL PURCHASING SYSTEM (“TIPS”)

A department of TIPS Lead Agency:



TEXAS REGION 8 EDUCATION SERVICE CENTER (“Region 8 ESC”)

TIPS RFP 240501 MRO (Maintenance, Repair, and Operations of Facilities and Grounds) Supplies, Equipment, Tool Rental, Sales and Services

I. NOTICE TO PROPOSERS.

Contact Information:

TIPS/Region 8 ESC
4845 US Hwy. 271 North
Pittsburg, Texas 75686
Toll Free: (866) 839-8477
Email: bids@tips-usa.com
Website: www.tips-usa.com

TIPS Solicitation:

TIPS RFP 240501 MRO (Maintenance, Repair, and Operations of Facilities and Grounds) Supplies, Equipment, Tool Rental, Sales and Services

This solicitation document is a Request for Proposal as permitted in Texas Education Code § 44.031. Regardless of potential informal or erroneous references to other solicitation terms such as: “solicitation”, “bid”, “request for competitive sealed proposal”, “RCSP”, etc., this solicitation is the method of procurement identified at this location.

Proposal Deadline:

All proposals shall be received electronically, or otherwise sealed, by: JUNE 21, 2024 AT 3:00 P.M. LOCAL TIME

Access to Solicitation Documents:

Solicitation documents are located online at <http://tips.ionwave.net>. If you encounter a problem while accessing the solicitation, please contact TIPS at the contact information provided for assistance.

Piggybacking Notice:

This IDIQ Solicitation is intended for the use of public entities and qualifying non-profit entities who join TIPS, now and in the future, (“TIPS Members”) to piggyback upon and utilize as their own solicitation for legal procurement purposes. TIPS Contracts are established through free, full and open competition as described by the laws of TIPS jurisdiction and are available for piggy-back by other government entities anywhere in the United States, subject to each entities’ jurisdictional law and regulation.

TIPS Administration Fee:

TIPS collection of fees is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee for this contract shall be 2% of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes, if identifiable.

Incorporation of Solicitation:

If Vendor proposes and is awarded, the specifications, terms, and conditions of this solicitation shall be incorporated by reference into the final, awarded TIPS Contract.

TIPS Contract Jurisdictional Limitations:

Depending on different entities’ and jurisdictions’ laws and regulations, TIPS Member Customers may be prohibited from utilizing TIPS as a procurement method for any specific procurement or procurement-type. TIPS makes no representations about when a TIPS procurement will be appropriate for any particular expenditure. It is always up to the TIPS Member customer to determine whether a TIPS procurement is appropriate under their applicable laws and policies.

Vendor Questions & Pre-Bid Meeting Requests:

Substantive questions will be received until June 7, 2024 at 12:00 p.m. local time. Questions about the specific solicitation shall be submitted to bids@tips-usa.com with the subject line “240501 MRO (Maintenance, Repair and Operations) – Vendor Question”. Vendor-specific questions about the process will often be answered directly. However, substantive questions that are not properly addressed in the solicitation information will be properly published to all vendors as an addendum or “Question & Answer” document.

Pre-Bid Meetings are not mandatory and, if requested, TIPS reserves the right to determine whether a Pre-Bid meeting shall be held. Pre-Bid Meetings may be requested by any proposer on or before May 16, 2024 by emailing bids@tips-usa.com with the subject line “240501 MRO (Maintenance, Repair and Operations) – Pre-Bid Meeting Request”.

Anticipated Schedule of Solicitation Events:

These anticipated dates are subject to change at TIPS’ discretion. TIPS reserves the right to extend the proposal deadline for any reason.

Posting Date	MAY 2, 2024	8:00 A.M. Local Time
Proposal Deadline	JUNE 21, 2024	3:00 P.M. Local Time
Proposal Opening	JUNE 21, 2024	3:00 P.M. Local Time
Proposal Review Begins	JUNE 21, 2024	3:01 P.M. Local Time
Proposals Award	JULY 25, 2024	8:30 A.M. Local Time
Award Notifications	JULY 25, 2024	12:00 P.M. Local Time

Estimated Contract Value:

The estimated value for the life of the contract for all awarded vendors combined is \$23,081,656.00. This is an estimate and is not a guarantee of the minimum or maximum value of the contract because TIPS cannot speculate on TIPS Members’ future needs or budget allocations as they relate to this solicitation.

II. TIPS

The Interlocal Purchasing System (“TIPS”) is a department of Texas Region 8 Education Service Center, a government entity. TIPS, a governmental entity and a national purchasing cooperative operating under the Interlocal Cooperation Act¹, seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the legal public procurement solicitation process and awarding compliant contracts to qualified vendors. When permitted by TIPS Members’ law and policy, instead of public entities and

¹ See Texas Government Code, Chapter 791.

qualifying non-profits expending time, money, and resources on the extensive legal competitive procurement process, the use of TIPS, allows public entities to quickly select and purchase their preferred products or services from qualified, evaluated Vendors on an as-needed basis. TIPS evaluates and scores all responsive, properly submitted proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards are ratified or rejected at the monthly meeting of Region 8 ESC Board of Directors, or as delegated by the Board of Directors. TIPS utilizes a value approach and bases its award recommendations on several factors mandated by the Texas Education Code section §44.031. The factors are allotted points as described herein. TIPS reserves the right to assign or deduct any number of points in any given category if warranted due to insufficient response or Vendor stipulated exceptions and limitations.

III. PROPOSAL GUIDANCE

1. TIPS strongly encourages all interested vendors to respond using the TIPS IonWave Electronic eBid System for proposal submission. The online submission has many safeguards built into the system that will notify proposers of mistakes or missing information. These safeguards will significantly minimize the potential for Vendor disqualification. If you encounter trouble with the TIPS IonWave eBid System, please contact TIPS.
2. If it is determined that Vendor cannot utilize the TIPS IonWave eBid System, Vendor must email bids@tips-usa.com seeking a manual submission packet which TIPS will send to you via US Mail or FedEx within two business days of receiving your request. All manual responses must be sealed in an envelope and must be physically received by TIPS at the TIPS Contact information provided herein and by the deadline provided herein.
3. If you are viewing this document, you have likely already logged into the TIPS IonWave eBid System. If not, you need to register/login to the TIPS IonWave eBid System online at <https://tips.ionwave.net/> and follow these instructions.
4. Once logged in, confirm that your Supplier Profile properly lists your accurate entity-name, EIN, d/b/a's, and contact information, matching your current W9. If it does not, either correct it, or disable the inaccurate profile and create a correct profile before proceeding.
5. Next, confirm that all emails issued by the following domains can be received by your entity's email servers to ensure that you do not miss vital messages: "@tips-usa.com", "@tipsconstruction.com", and "ionwave.net"
6. Once that review/update is complete, Vendor shall carefully read through all bid Event Details, Bid Notes, Attachments, Addenda, Instructions, and Attribute Questions before submitting questions to TIPS.
7. TIPS recommends starting Vendor's proposal response by answering the required "Attribute" questions within the IonWave eBid System. These responses are required and it is beneficial to start with the Attribute questions as some of the bid Attachments are only required depending on your responses to those questions.
8. Once Vendor has completed the Attribute Questions, Vendor must download, properly complete, and upload into the correct "Response Attachments" location all required Attachments.
9. Once Vendor has completed the Attribute Questions and uploaded all required Attachments, Vendor must submit the proposal before the legal Proposal Deadline. The system will notify you of errors and allow you to correct those errors where you would otherwise risk unintentional disqualification through paper submission.
10. Proposals may be retracted, amended, and resubmitted by the proposer on the electronic eBid System at any time prior to the legal deadline.
11. If an addendum is posted, you will receive an email notification and you are required to login to the IonWave eBid System to address the Addendum.
12. TIPS reserves the right to reject any or all proposals, to accept any proposals, and to waive any informality in the proposal process provided waiver is equally applied to all proposers and another proposer is not prejudiced by the waiver.
13. If Vendor has proposed deviations to TIPS' standard terms, there is an Attribute Question where Vendor can assert that it has proposed negotiations. If Vendor responds to that attribute question asserting deviations, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document Vendor Agreement and instruct Vendor 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, asserting deviations or negotiations may ultimately delay or prevent award.
14. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by TIPS in writing.
15. If a Vendor desires to protest a process or decision by TIPS, the Vendor must follow the following process: http://www.tips-usa.com/assets/documents/docs/letters/Protest_Procedures_for_Vendor.pdf

Proposal Format

All responses should be direct, concise, complete, and unambiguous.

1. Attribute Questions.

Vendor must respond carefully and accurately to all "Attributes" within the IonWave eBid System.

2. Completion of Attachments.

Pricing Form 1

Pricing Form 1 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed on the form and herein, uploaded to the “Response Attachments” section requesting Pricing Form 1.

Pricing Form 2

Pricing Form 2 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed on the form and herein, and uploaded to the “Response Attachments” section requesting Pricing Form 2.

Alternate or Supplemental Pricing Documents

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

Vendor Agreement

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to the “Response Attachments” section requesting the Vendor Agreement. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to the “Response Attachments” section requesting the Vendor Agreement Signature Form. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form

The Reference Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to the “Response Attachments” section requesting the Reference Form. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

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

Conflict of Interest Questionnaire – Form CIQ

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 to the “Response Attachments” section requesting the Conflict of Interest Questionnaire – Form CIQ.

Disclosure of Lobbying Activities – Standard Form - LLL

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 the “Response Attachments” section requesting the Disclosure of Lobbying Activities – Standard Form – LLL.

Current Form W-9

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.

Certificates & Licenses (Supplemental Vendor Information Only)

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 the “Response Attachments” section requesting “Certificates & Licenses (Supplemental Vendor Information Only).” 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)

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 the “Response Attachments” section requesting “Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only).” 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)

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 the “Response Attachments” section requesting “Supplemental Vendor Information (Supplemental Vendor Information Only).” 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)

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 the “Response Attachments” section requesting “Vendor Logo (Supplemental Vendor Information Only).” These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

IV. SPECIFICATIONS

Category: MRO (Maintenance, Repair, and Operations of Facilities and Grounds) Supplies, Equipment, Tool Rental, Sales and Services

Nothing herein is seeking services that are considered a public work/construction. This is a solicitation for goods and non-“public work” services only.

Specifications.

It is the intention of TIPS, as a Department of Region 8 ESC, to contract with quality vendors to supply MRO goods and non-construction services to public entity and qualifying non-profit TIPS Members in the United States. Proposals shall include, but not be limited to:

- Tools necessary for maintenance and operations of facilities or grounds;
- Consumables necessary for maintenance and operations of facilities or grounds;
- Parts and accessories necessary for maintenance and operations of facilities or grounds;
- Machinery and equipment necessary for maintenance and operations of facilities or grounds;
- Infrastructure repair and maintenance goods and services;
- Production equipment repair and maintenance;
- Material handling equipment and maintenance, and/or;
- Servicing of facilities and grounds and of systems operating within and on the facilities and grounds.

Proposals should include all listings of MRO goods and services that Vendor seeks to offer under the contract. Do not propose offerings that are not considered facility or grounds MRO goods and services. Accessories and parts to support MRO of facilities or grounds should be submitted. Servicing and rental/lease of MRO equipment or any service related to facility or grounds MRO that vendor seeks to offer under this contract should be submitted.

V. VENDOR PRICING SUBMISSION

Pricing.

Please carefully read all of the following before submitting any pricing questions. All goods and service pricing shall be firm and calculable at the time of any TIPS Sale and must conform and comply with the Vendor’s original pricing model as proposed in response to this solicitation. “To-Be-Determined” pricing is prohibited.

Submission of Goods/Items Pricing

TIPS permits Vendors to utilize either or both of the two goods/items pricing proposal options (and sub-options) identified below with the “Discount-Off Catalog” option being much more optimal, usable, and preferred to the “Cost-Plus Markup Option.” With either or both options, Vendor is able to update their pricing and add/remove items during the life of the contract. It is Vendor’s responsibility to ensure that all items listed, whether by description, product number, SKU, UPC or other, fall within the scope of this solicitation category. Please carefully read the description of both goods/items pricing options directly below:

- **Discount-Off Catalog Method**

This goods/items pricing proposal method is highly preferred over the “Cost-Plus Markup Method” because it is versatile and allows Vendor to efficiently add and update its goods/items pricing and does not automatically prohibit federal fund purchases. Vendor is asked in the attribute questions within the eBid System to propose a minimum discount off of their catalog pricing. Please note that Vendor’s “Minimum Percentage Discount Offered” proposed in the attribute questions shall apply to goods proposed with the exception of limited goods/services specifically identified and excluded from this discount in Vendor’s original proposal such as a specific item-type with a limited profit margin. Any discount from 0% to 100% is an appropriate response. A 0% discount is permitted. Then, under this pricing proposal method, Vendor is permitted to provide its “Catalog Pricing” to TIPS in a number of ways, described below. Please carefully read the following definition of “Catalog Pricing” which is broad and flexible to the usability benefit of the Vendor.

“Catalog Pricing” is 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.

Under the “Discount-Off Catalog Method, Vendor may supply TIPS its “Catalog Pricing” through any of the following methods. Please open the solicitation attachment entitled “Pricing Form 1” at this time and scroll through Sections A and B as you read this explanation.

Options for Providing Goods/Items “Catalog Pricing” to TIPS:

1. **Section “A” of Pricing Form 1 – Providing “Catalog Pricing” through Line-Item Pricing:** If Vendor desires to list the goods/items that you sell by line-item, you are welcome to do so in Section “A” of Pricing Form 1. You are welcome to modify the columns and column titles as long as TIPS can identify the item’s name and “catalog price.” Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove items as long as you honor any applicable discounts originally proposed.
2. **Section “B” of Pricing Form 1 – (1) Catalog Pricing is Included in Proposal:** If Vendor already has “Catalog Pricing” documents or files compiled, Vendor may check this box and include a note directing TIPS to please view those documents/files. (Ex. X – Please see “Catalog Pricing” in uploaded document entitled “2022-2023 Vendor Catalog.”) Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove items as long as you honor any applicable discounts originally proposed.
3. **Section “B” of Pricing Form 1 – (2) Link to Catalog Pricing:** If Vendor already has “Catalog Pricing” published at an online location, Vendor may check this box and include the link to their online “Catalog Pricing.” If a login is required to access the “Catalog Pricing” located at that link, please provide that login information in the cell to the right. (Ex. X – Please see “Catalog Pricing” at www.tips-usa.com, login information is Username: TIPS Password: 123456.) Please note that if you are awarded with this type of pricing submission, you will be able to update the online pricing and add/remove items as long as you honor any applicable discounts originally proposed.
4. **Section “B” of Pricing Form 1 – (3) Vendor Shall Provide “Catalog Pricing” Upon Request:** If Vendor does not have comprehensive “Catalog Pricing” documents or links readily available, Vendor may check this box ensuring that such required “Catalog Pricing” will be provided upon request. Per the following example, this option is viable but may slow down the TIPS Sale process as follows. (Ex. Vendor is awarded and is making its first TIPS Sale to Sunny

ISD, Sunny ISD sends its TIPS PO to TIPS for pricing compliance review. TIPS will then request that Vendor provide documentation of “Catalog Pricing” for the line items included in the PO before TIPS can process the PO and send to Vendor for fulfillment.) Please note that if you are awarded with this type of pricing submission, you will always be able to provide the most current pricing for each item but you will still be required to honor any applicable discounts originally proposed.

- **Cost-Plus Markup Method**

This goods/items pricing proposal method is not recommended because many TIPS Members are prohibited from utilizing Vendors with a Cost-Plus Markup Pricing submission, especially when using federal funds. Vendor cannot be listed as federally compliant for TIPS purposes if Vendor utilizes this method. If Vendor has read through the entirety of the “Discount-Off Catalog Method” description above and has determined that none of those options are a possibility, then Vendor may use this method which will require Vendor to propose a maximum mark-up percentage in this proposal and then provide TIPS with proof of cost for each item at the time of each TIPS Sale.

Options for Selecting Cost-Plus Markup Method:

1. **Section “C” of Pricing Form 1:** If Vendor desires to utilize this method, Vendor may enter its maximum markup percentage the cell provided in Section “C” of Pricing Form 1. Please note that this is a maximum percentage and you may always have a lesser markup on a TIPS Sale. You will be required to provide proof of cost to TIPS for every item sold under the TIPS Contract. (Ex. Vendor is awarded and is making its first TIPS Sale to Sunny ISD, Sunny ISD sends its TIPS PO to TIPS for pricing compliance review. TIPS will then request that Vendor provide documentation of Vendor’s cost for the line items included in the PO before TIPS can process the PO and send to Vendor for fulfillment.) Please note that if you are awarded with this type of pricing submission, you will always be able to provide the most current cost for each item but you will not be permitted to sell it to TIPS Members for a greater markup than what Vendor provides herein.

Submission of Service Pricing

Please note that Vendor’s “Minimum Percentage Discount Offered” proposed in the attribute questions shall apply to services proposed with the exception of limited goods/services specifically identified and excluded from this discount in Vendor’s original proposal such as vendor travel passed through at actual cost or GSA allowable rates. If Vendor does not seek to offer services under this contract, Vendor may type "N/A" on Pricing Form 2 and submit. If Vendor desires to offer services under this TIPS Contract, if awarded, the “Catalog Pricing” for those services must be included, or properly added, to Vendor’s TIPS “catalog pricing” proposed herein. All services must be provided in some unit cost (Ex. Per Hour, Per Person, Per Day, etc.). TIPS now restates the definition of “Catalog Pricing” below for convenience:

"Catalog Pricing" is 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:

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

Under the “Discount-Off Catalog Method, Vendor may supply TIPS its “Catalog Pricing” through any of the following methods. Please open the solicitation attachment entitled “Pricing Form 1” at this time and scroll through Sections A and B as you read this explanation.

Options for Providing Services “Catalog Pricing” to TIPS:

1. **Pricing Form 2 – Providing Service “Catalog Pricing” through Line-Item Pricing:** If Vendor desires to list the services that Vendor sells by line-item, Vendor is welcome to do so in Pricing Form 2. You are welcome to modify the columns and column titles as long as TIPS can identify the service being offered by name, unit-type, and the “catalog price” of the service. Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove services within the category as long as you honor any applicable discounts originally proposed.

2. **Service Catalog Pricing is Included in Proposal:** If Vendor already has service “Catalog Pricing” documents, links, or files compiled, Vendor may include a note on Pricing Form 2 directing TIPS to please view those documents/links/files. (Ex. X – Please see “Service “Catalog Pricing” in uploaded document entitled “2022-2023 Vendor Service Pricing.”) Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove services within this category as long as you honor any applicable discounts originally proposed.

Additional Pricing Terms

1. **Maintaining and Updating TIPS Pricing During Contract.** Vendor agrees and understands that for each TIPS Contract that it is awarded, 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 may update their pricing during the life of the contract by highlighting the pricing changes and emailing pricing updates to bids@tips-usa.com for TIPS consideration/approval. Through this process, Vendor may: (1) add or remove items; (2) add or remove manufacturer/brands, and; (3) increase or decrease item pricing, as long as “catalog pricing” (or “cost” in very limited circumstances as described herein) is provided to TIPS upon request and Vendor honors all applicable discounts originally proposed. 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.
2. **Brands.** If a name brand is included in this solicitation, proposals on any reputable manufacturers regularly produced equipment of such items of a similar nature or similar use which are substantively equivalent will be considered.
3. **TIPS Fee Considered.** Vendor 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 a TIPS Sale.
4. **Vendor’s Self-Imposed Pricing Limitations.** Within Vendor’s TIPS Pricing, Vendor may include express, written limitations on geographical regions, volume of order, expediency, etc., for TIPS consideration and approval, as long as Vendor honors their applicable TIPS Pricing, proposed discounts, the terms and conditions of this Contract, and the terms and conditions of any Supplemental Agreement entered into directly with the customer TIPS Member. (Example: If Vendor sells nationally but a specific product can only be sold in Texas. Or, if Vendor can offer Members a greater discount if they purchase 50 items or more in one purchase, etc.)
5. **Shipping Cost, Bond Cost, and Taxes.** TIPS fees are not assessed to Vendors for shipping cost, required bond cost, or any taxes that may be applicable as long as they can be identified as separate line-items. For that reason, TIPS encourages Vendors not to include shipping price, bond price, or taxes within the TIPS “catalog pricing” for an item. If it is included in the TIPS price, TIPS will have no way to differentiate and the TIPS Administration fee will be assessed on the total.

VI. PROPOSAL SCORING AND EVALUATION

TIPS evaluates and scores all responsive, properly submitted proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards are ratified or rejected at the monthly meeting of Region 8 ESC Board of Directors, or as delegated by the Board of Directors. TIPS utilizes a value approach and bases its award recommendations on several factors mandated by the Texas Education Code section §44.031. The factors are allotted points as described herein. TIPS reserves the right to assign or deduct any number of points in any given category if warranted due to insufficient response or Vendor stipulated exceptions and limitations. TIPS reserves the right to reject any or all proposals or any part of any proposal. TIPS is the sole arbiter of scoring. TIPS reserves the right to award multiple vendors for each solicitation.

The following evaluation criteria are mandated for consideration by Texas Education Code § 44.031 (b).

1. **Purchase Price: (22) Points.** Vendor shall submit, pursuant to the instructions included herein, specific pricing, discounts, and other pricing terms and incentives which make up Vendor’s “TIPS Pricing.” Points will be assigned based on the specific pricing as it relates to the current market, the discounts, and the other pricing terms and incentives proposed by Vendor.

2. **Reputation of Vendor and Vendor's Offerings: (3) Points.** Points will be assigned based on Vendor's references, to be submitted as instructed herein, any past history with Vendor, and any other information available to TIPS regarding Vendor's reputation.
3. **Quality of Vendor's Offerings: (21.5) Points.** Points will be assigned based on Vendor's references, to be submitted as instructed herein, any past history with Vendor, and any other information available to TIPS regarding the quality of Vendor's goods.
4. **Total Long-Term Cost to TIPS/TIPS Members to Acquire the Vendor's Offerings: (10) Points.** Points will be assigned based on Vendor's response to the Attribute entitled, "Honoring Vendor's Minimum Discount Percentage." If Vendor responds, "Yes", agreeing to honor their proposed TIPS Minimum Percentage Discount for the duration of the contract, Vendor will be awarded the maximum 10 points. A "No" response refusing to honor that proposed discount will be awarded 0 points.
5. **Extent to Which the Offerings Meet the Needs: (21.5) Points.** Points will be assigned based on whether the offerings proposed by Vendor fall within the scope of and meet the TIPS Member needs described in this solicitation.
6. **Vendor's Past Relationship: (10) Points.** Points will be assigned based on Vendor's past relationship with TIPS as an awarded TIPS Vendor. No past relationship with TIPS as an awarded TIPS Vendor will score 5 points, a poor past relationship with TIPS as an awarded TIPS Vendor will score 0-4 points, and a good past relationship with TIPS as TIPS Awarded Vendor will score 6-10 points.
7. **Impact on the Ability of TIPS Members to Comply with Laws and Rules Relating to Historically Underutilized Businesses ("HUB's"): (2) Points.** Points are assigned if, where applicable herein, Vendor agrees that if they anticipate subcontracting under this award, they will abide by the required affirmative steps provided in 2 CFR 200. Please see the corresponding Attribute Questions regarding, "Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms." A response that Vendor does anticipate subcontracting but does not agree to the federal subcontracting practices will give Vendor 0 points for this category and deem Vendor unacceptable to receive federal funds under this contract, any other responses accurate responses will give Vendor 2 points for this category.
8. **Experience: (10) Points.** Points will be assigned based on the number of years proposing Vendor has been operating the proposing business in this capacity as presented in response to the corresponding attribute question seeking the same. <2 years will receive 1 point, 2-3 years will receive 5 points, 4-5 years will receive 8 points, and > 5 years will receive 10 points.
9. **Residency: 0 Points.** For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: A. has its principal place of business in this state; or B. employs at least 500 persons in this state. Vendor's response to the corresponding attribute question will be considered, as required by law, but no points shall be assigned because federal funds may be utilized by TIPS Members, and residency is a prohibited criterion under federal regulation.

PROPOSERS FALLING BELOW AN 70-POINT THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.

VII. TERMS & CONDITIONS

1. **Incorporation of Solicitation.** As previously stated, if Vendor proposes and is awarded, the specifications, terms, and conditions of this solicitation shall be incorporated by reference into the final, awarded TIPS Contract. In the event of conflict between the terms herein and the final Vendor Agreement, the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.
2. **Deviations.** If Vendor has proposed deviations to TIPS' standard terms, there is an Attribute Question where Vendor can assert that it has proposed negotiations. If Vendor responds to that attribute question asserting deviations, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document Vendor Agreement and instruct Vendor 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, asserting deviations or negotiations may ultimately delay or prevent award.
3. **Term of the Agreement.** If awarded, the resulting Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

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.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

4. **Termination.** If awarded, TIPS reserves the right to terminate the resulting agreement for cause or no cause for convenience with a thirty (30) days prior written notice. This Agreement may be terminated for cause by either party if the other party breaches the terms or materially defaults on the performance of any of its duties or obligations set forth herein, provided that such default is not cured within thirty (30) days, or as otherwise may be agreed to by both parties, after written notice is given to the defaulting party by the non-defaulting party which specifies the faulty performance and acceptable means of correction. In such event, termination of the Agreement shall be effective as of the date specified in such notice of such termination. 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.
5. **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. Vendor certifies by signing this agreement that Vendor’s TIPS Pricing for all goods and services included in Vendor’s TIPS Pricing shall either be equal to or less than Vendor’s current pricing for that good or service for any other customer. 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.
6. **Initiation of TIPS Sales.** If awarded, when a public entity initiates a purchase with Vendor under this resulting contract, 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.

7. **TIPS Sales and Supplemental Agreements.** If awarded, when making a sale under this awarded contract, 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 document and those contained in any attachment, the provisions set forth herein shall control unless otherwise agreed to by the Parties in writing.
8. **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 required by the TIPS Contract.
9. **Right of Refusal.** If awarded, 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.** If awarded, 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 herein. 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. **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.
13. **Conflicts of Interest.** Vendor confirms 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, its proposal 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 will/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.
14. **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.
15. **Exclusivity.** Any award under this solicitation is non-exclusive and TIPS reserves the right to award multiple vendors or not award any vendors. TIPS reserves the right to re-issue a solicitation or solicit the same or similar solicitation categories for additional similar awards at any time at TIPS sole discretion.
16. **Best and Final Offer.** Vendor's proposal shall be their best and final offer although deviations may be addressed and Vendor's TIPS Pricing may be updated as provided for herein.
17. **LIMITATION OF LIABILITY – Waiver.** BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE INTERLOCAL PURCHASING SYSTEM REGION 8 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF AN AGREEMENT, IF ANY. NEITHER REGION 8 ESC NOR TIPS SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED CONTRACTOR IN CONNECTION WITH RESPONDING TO THE SOLICITATION, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF AN AGREEMENT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED CONTRACTOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 8 ESC OR TIPS.



Certificate Of Completion

Envelope Id: 1D14CBEF-C71F-4C57-A779-12BA18F065B7

Status: Sent

Subject: Council Legislation - Hydromax USA

Source Envelope:

Document Pages: 93

Signatures: 5

Envelope Originator:

Certificate Pages: 16

Initials: 0

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

prg@nashville.gov

IP Address: 170.190.198.190

Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

3/13/2026 9:02:13 AM

prg@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Signer Events

Signature

Timestamp

Daniel Harden

daniel.harden@nashville.gov

Security Level: Email, Account Authentication
(None)

Daniel Harden

Sent: 3/13/2026 9:07:20 AM

Viewed: 3/19/2026 3:13:00 PM

Signed: 3/19/2026 3:13:18 PM

Signature Adoption: Pre-selected Style

Using IP Address: 162.234.103.141

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Dennis Rowland

dennis.rowland@nashville.gov

Purchasing Agent & Chief Procurement Officer

Security Level: Email, Account Authentication
(None)

Dennis Rowland

Sent: 3/19/2026 3:13:21 PM

Viewed: 3/19/2026 4:33:11 PM

Signed: 3/19/2026 4:33:18 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.190

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jenneen Reed/mjw

MaryJo.Wiggins@nashville.gov

Security Level: Email, Account Authentication
(None)

Jenneen Reed/mjw

Sent: 3/19/2026 4:33:22 PM

Viewed: 3/19/2026 4:38:03 PM

Signed: 3/19/2026 4:39:16 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Accepted: 3/19/2026 4:38:03 PM

ID: 701de333-561f-4ef2-85ff-47209284431a

Kelli Woodward

Kelli.Woodward@nashville.gov

Security Level: Email, Account Authentication
(None)

Kelli Woodward

Sent: 3/19/2026 4:39:20 PM

Viewed: 3/19/2026 4:44:35 PM

Signed: 3/19/2026 4:45:37 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Accepted: 3/19/2026 4:44:35 PM

ID: df236895-9cfe-4546-8dae-23b6690f2827

Signer Events	Signature	Timestamp
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 3/19/2026 4:45:40 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 3/19/2026 4:19:17 PM
ID: 0ae844bb-817d-4288-a440-32b9707eebff

Kelli Woodward
Kelli.Woodward@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 3/19/2026 4:44:35 PM
ID: df236895-9cfe-4546-8dae-23b6690f2827

Amber Gardner
Amber.Gardner@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Austin Kyle
publicrecords@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 3/17/2026 4:05:24 PM
ID: 50d8f15f-9765-4565-a4eb-e83c22da9b1a

Gary Clay
gary.clay@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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John Stewart

john.stewart@nashville.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

3/13/2026 9:07:20 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

1. ACCEPTANCE OF TERMS AND CONDITIONS These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. MODIFICATION OF TERMS AND CONDITIONS We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. DEFINITIONS "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE

During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be exempted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”; (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

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