

FAUQUIER COUNTY PUBLIC SCHOOLS

Contract # 26-109-S-R
Riding TIPS RFP 230601
Troy & Banks, Inc.

This Agreement is made and entered into this ^{23rd} day of March 2026, by the Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and **Troy & Banks, Inc.**, having its principal place of business at **2216 Kensington Ave, Buffalo, NY 14226**, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

- SCOPE OF SERVICES:** The Contractor shall provide Consulting and Other Related Services.
- COMPENSATION:** The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing as negotiated and attached.
- CONTRACT PERIOD:** Date of execution through August 30, 2028, with one (1) one-year option, at the mutual agreement of both parties.

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

- (1) This signed form;
- (2) Fauquier County Public Schools General Terms & Conditions;
- (3) TIPS RFP 230601 for Consulting and Other Related Services dated June 1, 2023, inclusive of any attachment and addendums; and
- (4) TIPS Vendor Agreement RFP 230601 dated August 24, 2023, inclusive of all modifications and any documents included or incorporated by reference all of which are incorporated herein;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	Troy & Banks, Inc.		Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia
By:	<i>Thomas T. Ranallo</i>	By:	<i>K&B</i>
Title:	Thomas T. Ranallo	Title:	Director of Procurement
Date:	03/23/2026	Date:	3/23/2026



PROCUREMENT DEPARTMENT

Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037
procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.

B. Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.

C. Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Troy & Banks, Inc.

Legal Name of Company (as listed on W-9)

Thomas T. Ranallo

Legal Name of Offeror/Bidder

03/23/2026

Date

Authorized Signature

Thomas T. Ranallo - President

Print or Type Name and Title

RETURN THIS PAGE



DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits (figures denote minimum)</u>
<input checked="" type="checkbox"/>	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<input checked="" type="checkbox"/>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$100,000 Per Occurrence
<input checked="" type="checkbox"/>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
<input type="checkbox"/>	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
<input type="checkbox"/>	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
<input type="checkbox"/>	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
<input type="checkbox"/>	7. Umbrella Liability Best's Guide Rating-A-VIII or better or its equivalent.	7. \$1,000,000 Minimum
<input type="checkbox"/>	8. Other Insurance: Cyber Liability as needed	8. \$1,000,000 Minimum
<input checked="" type="checkbox"/>	9. Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured. (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
<input checked="" type="checkbox"/>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
<input checked="" type="checkbox"/>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<input checked="" type="checkbox"/>	12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award and shall provide updated Certificates for the duration of the contract.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

Troy & Banks, Inc.

FIRM

SIGNATURE

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Procurement Department
 Fauquier County Government & Public Schools
 320 Hospital Drive, Suite 23
 Warrenton, VA 20186-3037
procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

CERTIFICATION OF NO CRIMES AGAINST CHILDREN

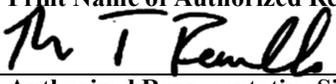
Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor’s employees, or other persons that will provide services under this Contract to have direct contact with students and children. Therefore, Contractor hereby certifies that neither Contractor, Contractor’s employees, nor any person that will provide services under this Contract who will have direct contact with students and children on Fauquier County Public School and/or Fauquier County property during regular school hours or during school-sponsored activities has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of § [19.2-392.02](#); any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Fauquier County Public Schools and/or Fauquier County shall not be liable for materially false statements regarding the certifications required under this Contract.

Troy & Banks, Inc.

Company Name
 2216 Kensington Ave. Buffalo NY 14226

Company Address
 Thomas T. Ranallo

Print Name of Authorized Representative


Authorized Representative Signature

Contract # and Title
 716-839-4402

Company Phone Number
 President

Authorized Representative Title
 03/23/2026

Date

RETURN THIS PAGE

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 08/05/2021

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County, which is comprised of the Fauquier County Board of Supervisors, a body politic and political subdivision of the Commonwealth of Virginia, and the Constitutional Officers of Fauquier County, Virginia, and the Fauquier County School Board, a body corporate. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County or the Fauquier County School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/Offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

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- 1. AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
 - 2. COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

- 3. CLARIFICATION OF TERMS:** Unless otherwise specified, if any Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.
- 4. MANDATORY USE OF OWNER FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner forms provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
- 5. LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

 - The official time used in the receipt of bids/proposals is that time stamp within the Bonfire Portal.
 - Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
 - If the Owner closes its offices due to inclement weather or other unforeseen emergency scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
- 6. WITHDRAWAL OF BIDS/PROPOSALS:**

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

 - Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
 - Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/Offeror or of another bidder/Offeror in which the ownership of the withdrawing bidder/Offeror is more than five percent. In the case

of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/Offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offeror's are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1

IFB/RFP NUMBER

TITLE

BID/PROPOSAL DUE DATE AND TIME

VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the Offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidders List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in *Code of Virginia* §§ 2.2-4367 through 2.2-4377 (the Virginia Public Procurement Act), as amended from time to time, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
17. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.

18. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (*Code of Virginia* § 2.2-3700 *et. seq.*) and § 2.2-4342 of the Virginia Public Procurement Act except as provided below:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph “c” below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, Offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information and Virginia Public Procurement Acts; however, the bidder, Offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
 - d. Nothing contained in this section shall be construed to require the Owner, when procuring by “competitive negotiation” (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

SPECIFICATIONS

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.
- The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter’s codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/Offeror’s as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder.
25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the Procurement Website at <http://www.fauquiercounty.gov/government/departments-h-z/procurement>
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to the Owner all such

information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy the Owner that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to *Code of Virginia* § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed and construed in all respects by the laws of Virginia, and any litigation with respect thereto shall only be brought in the appropriate General District or Circuit Court of Fauquier County, Virginia. The Contractor shall comply with all applicable federal, state and local laws and regulations.
29. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Owner under said contract. This includes, but is not limited to, overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under United States' or the Commonwealth's antitrust laws. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.
30. **INVOICING AND PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
- Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
 - Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 - The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 - The Owner's fiscal year is July 1 - June 30. Contractors must submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
 - Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
31. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
- To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month compounded monthly (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by postage prepaid U.S. Mail is deemed to be payment to the addressee. These provisions apply to each subtier contractor performing under the primary contract-. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.
32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
33. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which the Owner may have.
34. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offeror's certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, the Virginia Human Rights Act (*Code of Virginia* § 2.2-3900 *et seq.*) and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

- During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
35. **CHANGES TO THE CONTRACT:** Changes can only be made to the contract in one of the following ways:
- a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - b. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
 - 1) By mutual agreement between the parties in writing; or
 - 2) By agreeing in writing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
 - 3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
 - c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.
36. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
37. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
38. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- a. Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
 - b. Termination for Cause: Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default provision of these General Conditions, the

Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

c. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled without any liability or penalty to Owner.

39. **USE OF CONTRACT BY OTHER PUBLIC BODIES:** Except as prohibited by the current *Code of Virginia*, all resultant contracts will be extended, with the authorization of the Contractor, to other public bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOG) or, Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the contract. Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

40. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.

41. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools “CERTIFICATION OF NO CRIMES AGAINST CHILDREN” form, a copy of which is included in this solicitation.

42. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

43. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.

44. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 of the *Code of Virginia*, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract is voidable at the option of Owner.

45. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner’s website(s) or third-party programs accessed through Owner’s website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled “Accessibility of State and Local Government Websites to People with Disabilities,” available at www.ada.gov/websites2.htm or, as attached directly to the solicitation. Contractor services as noted, shall conform to § 508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium’s (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner’s web accessibility policy.

DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor’s name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.

47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor

within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
52. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- Purchase Order Number,
 - Name of Article and Stock Number,
 - Quantity Ordered,
 - Quantity Shipped,
 - Quantity Back Ordered,
 - The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONTRACTOR REMEDIES

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeror who desires to protest the award or decision to award a contract, by either Fauquier County or the Fauquier County School Board, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the Fauquier County School Board), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeror is not a responsible bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/Offeror appeals within ten (10) days of the written decision by instituting legal action as provided in § VIII.H.3 of the County's Procurement Policy. Nothing in this paragraph shall be construed to permit an Offeror to challenge the validity of the terms or conditions of the solicitation.
54. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the Fauquier County School Board) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the Fauquier County School Board) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisors (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisors (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia* § 2.2-4364. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to *Code of Virginia* § 2.2-4365 has been established for contractual claims under this contract.

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 230601 Consulting and Other Related 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 230601 Consulting and Other Related 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: July 14, 2023, 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 4% 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 30, 2023, at 12:00 p.m. local time. Questions about the specific solicitation shall be submitted to bids@tips-usa.com with the subject line “230601 Consulting – 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 June 15, 2023, by emailing bids@tips-usa.com with the subject line “230601 Consulting – 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	JUNE 1, 2023	8:00 A.M. Local Time
Proposal Deadline	JULY 14, 2023	3:00 P.M. Local Time
Proposal Opening	JULY 14, 2023	3:00 P.M. Local Time
Proposal Review Begins	JULY 14, 2023	3:01 P.M. Local Time
Proposals Award	AUGUST 24, 2023	8:30 A.M. Local Time
Award Notifications	AUGUST 24, 2023	12:00 P.M. Local Time

Estimated Contract Value:

The estimated value for the life of the contract for all awarded vendors combined is \$7,563,956.00. 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 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

¹ See Texas Government Code, Chapter 791.

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: Consulting and Other Related 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.

Consulting services specifically excluded from consideration due to statutory requirements, are: accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, professional nursing, or professional services provided by a person lawfully engaged in interior design (regardless of whether the person is registered as an interior designer under the Occupations Code).

Specifications.

It is the intention of TIPS, as a Department of Region 8 ESC, to contract with quality vendors to supply consulting services to public entity and qualifying non-profit TIPS Members in the United States. The consulting services solicited herein must be services paid for by the TIPS Member Customer. Consultants paid directly by a third-party solicited by the consultant are not eligible because a conflict of interest exists. Unless expressly excluded herein, consulting includes, but is not limited to: training, professional development, assisting with research or advice, staff development, advising on a process or how to improve a process, etc. Consulting does not generally include the sale of products or goods. For example, if Vendor is hired by a TIPS Member to consult on air quality improvements under this contract, the consulting services fall within the scope of this contract, but vendor may not sell air quality improvement devices and services that it recommends under this TIPS Contract. However, limited items to support consulting services such as applications, online portals or dashboards, or literature which directly supports the consulting services may be considered.

Proposals should include all listings of consulting services that Vendor seeks to offer under the contract. Do not propose offerings that are not considered consulting. Limited accessories to support consulting may be submitted. Consulting 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.** 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, 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.



4845 US Hwy 271 North | Pittsburg, TX 75686

www.tips-usa.com • 866-839-8477

tips@tips-usa.com

May 23, 2023

The Advocate
C/O Legal Notices (Martinisha Singleton)

Please print the following **LEGAL NOTICE: Thursday, June 1, 2023, AND Thursday, June 8, 2023.**

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

230601 Consulting and Other Related Services

230602 Pavement and Other Related Services (2 Part with JOC)

230603 Pathogen Removal and Remediation Supplies and Services (Includes all PPE, Sanitizers, Pathogen Barriers, and Disinfectants)

230604 Vehicle Parts, Supplies, Equipment, and Affiliated Services

Proposals are due and will be opened on **JULY 14, 2023, at 3:00 pm local time.** Call 866-839-8477 for problems with website or questions.

Electronic tear sheets and affidavits are required for ALL TIPS Bid Ads.

Please email proofs, tear sheet copies, affidavit, and invoice to Shelley Black at shelley.black@tips-usa.com as advised by TIPS General Counsel.

Thank you,



Shelley Black
Contracts Support

Purchasing Cooperative | Region 8 Education Service Center

4845 US Hwy 271 North | Pittsburg, TX 75686

Ph: 866-839-8477 | Direct: 903-575-2732

www.tips-usa.com | shelley.black@tips-usa.com

"Purchasing Made Personal"

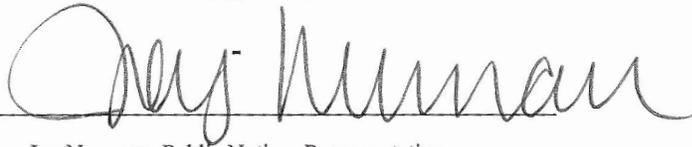
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THE ADVOCATE**

PROOF OF PUBLICATION

The hereto attached notice was published in THE ADVOCATE, a daily newspaper of general circulation published in Baton Rouge, Louisiana, and the Official Journal of the State of Louisiana, City of Baton Rouge, and Parish of East Baton Rouge or published daily in THE TIMES-PICAYUNE/THE NEW ORLEANS ADVOCATE, in New Orleans Louisiana or published daily in THE ACADIANA ADVOCATE in the following issues:

6/1/2023, 6/8/2023



Joy Newman, Public Notices Representative

Sworn and subscribed before me, by the person whose signature appears above

14 Jun 2023

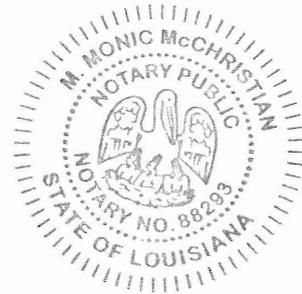


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Announcements

ADAM CAMPO REAL ESTATE Property Management 505-ADAM

Anyone knowing the whereabouts of JAMES O. ATCHISON, JR. OR JAMES OTIS ATCHISON last known address of 14316 Willow Dr., Prichard, Louisiana 70778, please contact the Law Office of Taryn C. Branson, 225-610-1088, 40708-may 30-jun 1-31

Anyone knowing the whereabouts of ROBERT ANTHONY BETTS last known address of 3655 Beech St., Baton Rouge, Louisiana 70816, please contact the Law Office of Taryn C. Branson at 225-610-1088, 40707-may 30-jun 1-31

Anyone knowing the whereabouts of WENDY M. ROSS last known address of 2732 Woodbrook Dr., Baton Rouge, Louisiana 70816, please contact the Law Office of Taryn C. Branson at 225-610-1088, 40707-may 30-jun 1-31

Anyone knowing the whereabouts of the Succession of Lawrence Clay, please contact Courtney Humphrey, Attorney at Law, (225) 266-8626, 40707-1-31-21

Anyone knowing the whereabouts of WENDY M. ROSS last known address of 2732 Woodbrook Dr., Baton Rouge, Louisiana 70816, please contact the Law Office of Taryn C. Branson at 225-610-1088, 40707-may 30-jun 1-31

Anyone knowing the whereabouts of the Elizabeth Johanna Porcille, Administratrix of the Succession of Deanna Stoufflet, please contact ATTY. Ryan K. Thompson at (337) 271-8032, 40703-JUN 1-31

Notice of Self Storage Sale Please take notice that Red Door Storage located at 2010 Church St., Zachary LA 70791 intends to hold an Auction to enforce its privilege against the following parties at the facility for default of payment of rent. The sale will occur as an online auction via www.auction.com on 06/13/2023 at 10:00AM. Unless stated otherwise, the description of the items are household goods and furnishings, Daniel Wilson, Unit #D110. This sale may be withdrawn at any time without notice. Certain terms and conditions apply. 0955-1-1-1

Property RURAL LANDOWNERS - Leasing Your Land to Hunters? Double your income with Base Camp Leasing's Hunters & Hunted lease with FREE SMS ability. Contact ATTY. Ryan K. Thompson at (337) 271-8032, 40703-JUN 1-31

Attorney Apply for Social Security Disability or Appealing a Denied Claim? Call Bill Gordon & Assoc. Our case managers simplify the process and work hard to help you win your claim. Call 1-844-883-2045 FREE CONSULTATION. Local Attorneys: Nationwide Mail: 2420 N. St. NW, Washington DC Office: Broward Co., FL (TX/NM Bar).

Health and Wellness Portable Oxygen Concentrator may Be Covered by Medicaid Reclaim independence and mobility with the compact design and long-lasting battery design. Call 855-636-1567

MobileHealth, America's Premier Mobile Medical Alert System. Whether You're Home or Away, For Safety and Peace of Mind. No Long Term Contract! Free Brochure! Call Today! 1-855-411-0949

DENTAL INSURANCE from Physicians Mutual Insurance Company. Coverage for 350 plus procedures. Real dental insurance. No waiting list. Discount plan. Do not wait! Call now. Get your information kit with all the details! 1-855-636-1567 www.dental50plus.com/morning #d50

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GENERAL HELP Jessie's Plumbing is looking for a Plumber or Plumber's Helper. Transportation required. Must Have 2 yrs. New Residential Plumbing Experience. Health Insurance offered after 1 yr of employment. Weekly Bonuses. To Apply, Call 225-623-2032 or email sumes@charlespsblbr.com.

MARINE Join the Cooper Marine family! Now hiring FULL TIME Licensed Live Aboard and Live Aboard Captains and Deckhands: (14:7 schedule) out of Laplace, LA. Must have 2 yrs. Coast Guard License, Medical and Drug Test, Great Pay and Benefits. Call: (225)474-3189 or apply online at www.cooper-marine.com/apply-marine/

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AREA 2 - MOBILE HOME 16x30 3BR 2 BA mobile home on tree shaded lot. Central air conditioning. Lawn service included, no smoking. \$250 mo \$800 cash. Call 225-634-4352

OFFICE SPACE 7612 Picardy/OLOL Office Park. 3m/14m Suites. 933-4666

AREA 3 Furnished Rooms. \$125/wk. \$500/mo. 317 Myrtle 225-332-5560

CLASSIC CARS 1900 Corvette convertible, garage kept. \$1m. \$1,500,000. 337-512-7333

CLASSIC CARS 1968 Ford Mustang, 6cyl, auto, Project car. \$2500. reuss@outlook.com

IMPORT CARS 2013 MINI COOPER. 120K mi. \$7500. Call 225-434-4343

DOGS AKC German shepherd puppies for sale. \$600. 225-450-4524

DOGS AKC Golden Retrievers for sale. Boys & Girls. Call 225-601-3627

DOGS AKC Shetland Sheepdogs. All colors. Champ Bloodline. \$2000ea. 601-218-4263

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Shih Tzu - CKC Registered Shih Tzu babobed Vet checked. \$750. Taking deposits. 225-921-7975

IMPORT C



4845 US Hwy 271 North | Pittsburg, TX 75686
www.tips-usa.com • 866-839-8477 • tips@tips-usa.com

May 23, 2023

KC STAR
McClatchy Company LLC

Please print the following **LEGAL NOTICE: Thursday, June 1, 2023, AND Thursday, June 8, 2023.**

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

- 230601** Consulting and Other Related Services
- 230602** Pavement and Other Related Services (2 Part with JOC)
- 230603** Pathogen Removal and Remediation Supplies and Services (Includes all PPE, Sanitizers, Pathogen Barriers, and Disinfectants)
- 230604** Vehicle Parts, Supplies, Equipment, and Affiliated Services

Proposals are due and will be opened on **July 14, 2023, at 3:00 pm local time.** Call 866-839-8477 for problems with website or questions.

Electronic tear sheets and affidavits are required for ALL TIPS Bid Ads.

Please email proofs, tear sheet copies, affidavit, and invoice to Shelley Black at shelley.black@tips-usa.com as advised by TIPS General Counsel.

Thank you,



Shelley Black
Contracts Support

Purchasing Cooperative | Region 8 Education Service Center
4845 US Hwy 271 North | Pittsburg, TX 75686
Ph: 866-839-8477 | Direct: 903-575-2732
www.tips-usa.com | shelley.black@tips-usa.com

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Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
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Attention: Shelley Black

TIPS Purchasing Cooperative/Region 8 ESC
 4845 US HWY 271 N
 Pittsburg, Texas 75686

shelley.black@tips-usa.com

LEGAL NOTICE

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

230601 Consulting and Other Related Services

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 Proposals are due and will be opened on July 14, 2023, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

IPL0124236
 Jun 1,8 2023

**THE STATE OF TEXAS
 COUNTY OF TARRANT**

Hayley Martin,

make oath and swear that

CYPRESS MEDIA, LLC, publishers of The Kansas City Star, all it's neighborhood sections and suburban newspapers including 816, 913, Johnson County News, Northland and its subsidiaries, The Olathe News, The Cass County Democrat-Missourian and The Lee's Summit Journal, are published in the Kansas City, Missouri, metro (distribution) area including but not exclusively to Johnson and Wyandotte Counties in the state of Kansas, and Cass, Clay, Jackson and Platte Counties in the state of Missouri. Every publication listed is published weekly, twice weekly or daily. We confirm the notice ran the days scheduled in this statement. A true copy of which is hereto attached was duly published in The Kansas City Star.

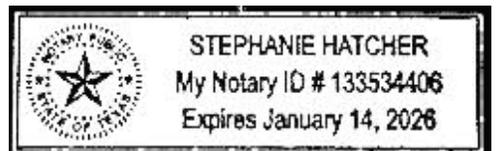
2 insertion(s) published on:

06/01/23, 06/08/23

Sworn to and subscribed before me this 8th day of June in the year of 2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
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Callaghan named interim coach of US men's team

BY STEVEN GOFF
Washington Post

Matt Crocker's first task as the U.S. Soccer Federation's sporting director figured to be hiring a long-term head coach for the men's national team.

Instead, he has needed to replace the interim coach with another interim.

On Tuesday, Crocker announced assistant B.J. Callaghan will succeed Anthony Hudson, who is leaving the program to accept an offer from a



B.J. Callaghan will succeed Anthony Hudson.

Callaghan will guide the U.S. team at two CONCACAF tournaments this summer: the Nations League finals June 15-18 and Gold Cup June 24-July 16.

The move does not impact Crocker's plans to hire a permanent coach by the end of the summer. The process will accelerate in June, he said last week. Hudson's contract was to expire Aug. 1, and though he seemed like a strong candidate to assist the incoming coach, he had been seeking head-coaching opportunities elsewhere this spring.

"B.J. has been an integral part of the staff during the last four years as this young team has grown and developed," Crocker said in a statement. "Working alongside Anthony Hudson these last five months, we are

confident he is prepared and ready to lead this group in the summer tournaments. We are grateful to Anthony for the tremendous job he did and wish him success in the future."

Callaghan's contract also expires Aug. 1, and he has pledged to stay on the job through the two tournaments.

"I understand the responsibility of the job and am honored to have the opportunity to build upon the progress this group has made the last four years," Callaghan said in a statement. "Together, we have built a strong culture and a great understanding of how we want to play, and we expect to continue to build on that progress. Our goal is clear: defend both of our CONCACAF titles."

On Thursday, Callaghan will announce the 23-man Nations League roster, built largely around European-based pros, such as Christian Pulisic, Weston McKennie and Matt Turner. Training camp will open Monday in Carson, Calif.

"After speaking to B.J., one main takeaway is that nothing changes for this group," defender Tim Ream said in a statement. "The messaging, goals, and ideas stay the same, with a new voice at the top. His is a familiar voice that we are all comfortable with and have been around for years."

The Americans will play Mexico in the semifinals in Las Vegas, with the winner advancing to face

Canada or Panama. He'll then select a 23-man Gold Cup squad, which will feature many MLS players.

Callaghan and other staff members had been working closely with Hudson on summer plans.

Hudson's departure was not expected to impact the roster makeup.

Callaghan, 41, joined the U.S. team in 2019 as strategy analyst before being promoted to assistant coach. Previously, he worked for the Philadelphia Union for seven years, first with the youth academy, then five seasons as a first-team assistant coach. Previously, he worked for the Philadelphia Union for seven years, first with the youth academy, then five seasons as a first-team assistant coach.

Hudson, 42, joined Greg Berhalter's U.S. staff in 2021 and, when Berhalter's contract expired following the World Cup in Qatar, he was named interim coach. He had a 2-1-2 record.

"It's been an honor to represent the national team and one that I have truly valued and enjoyed," Hudson said in a statement. "The group is in good hands with B.J., and I'm excited to watch and support the team as it continues to grow and reach the heights we all know they are capable of."

Born in Seattle and raised in England, Hudson has coached in MLS, U.S. lower tiers, England, Bahrain and New Zealand. He was the U.S. under-20 national team coach in 2020.



Browns quarterback Deshaun Watson calls a play in the huddle during training camp, Saturday, July 30, 2022, in Berea, Ohio.

Browns' QB Watson would welcome reunion with WR Hopkins

Field Level Media

Quarterback Deshaun Watson made it crystal clear Tuesday that he'd love for the Cleveland Browns to sign his former teammate DeAndre Hopkins.

Hopkins, a five-time Pro Bowl wide receiver, was released by the Arizona Cardinals on Friday after three seasons with the club. He spent his first seven NFL seasons with the Houston Texans, earning three All-Pro honors.

"Me and D-Hop, we just naturally talk. We've been talking since the Houston days, and whenever he was in Arizona, we were always talking," Watson

said at the Browns Foundation Golf outing at Westwood Country Club. "He's always been a brother of mine since I was coming out of high school. Our connection, our relationship has always been great. And I know there's a lot of things swirling around in the media about him possibly coming to Cleveland. "For me, my answer to that is, of course we'd love to have him."

Hopkins noted that he's looking for three things in a team when speaking on a podcast with Brandon Marshall last week. Per Hopkins, he wants stable management, a quarterback who "loves the game like I do" and "a great

defense." "I'll just say this, D-Hop, DeAndre Hopkins would love to be in a place where the opportunity is there for us to win," Watson said Tuesday. "We check all those boxes and I think for us to know and make sure we check all those boxes on the national stage, we've got to go out there and prove it and I think D-Hop would love to be a part of that."

The Browns, however, have a crowded wide receiver room, led by Amari Cooper and Donovan Peoples-Jones. They also added Elijah Moore and Marquise Goodwin in the offseason, and selected Cedric Tillman in the third round of the draft.

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Legals

LEGAL ADVERTISEMENT
INVITATION FOR BIDS, J.W. Jones Student Union Finish Improvement Project at Northwest Missouri State University. will be received by SOI/PEI at Northwest Missouri State University Purchasing Dept. until 5:00 p.m. 6/14/2023 1pm in Support Services Conf Room. For plans and specifications contact: richard.cady@msdo.edu
ILO125034
Jun 1 2023

LEGAL NOTICE
The Interlocal Purchasing System (IPS) has posted procurement solicitations at www.ips-usa.com for the following categories:
230601 Consulting and Other Related Services
230602 Pavement and Other Related Services (2 Part with JOC)
230603 Pathogen Removal and Remediation Supplies and Services (Includes all PPE, Sanitizers, Pathogen Barriers, and Disinfectants)
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Proposals are due and will be opened on July 14, 2023, at 3:00 pm local time. Call 866-899-8477 for problems with website or questions.
ILO124236
Jun 1 2023

Garage Sales
Fairbrook Neighborhood
Clearing College & Woodland 6/2-2/3 Sat 6/3 7am. Lots of good stuff!
Windsor Tract HOA Annual Garage Sale Fri June 2nd and Sat June 3rd Harold/127th St and Clinton Olathe
MOVING SALE
10549 Merlington Ave KCMO 64137 Sat 6/3 7am & Sun 6/4 9am
LENEXA Graystone Estates South neighborhood sale, 8/tn and Rosehill Rd, Fri-Sat, June 2-3, 8am-5pm

Animals
Cats
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Dogs
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Miniature Australian Shepherd Puppies raised on a small farm in SE KS. They are fun loved & play well with other children & pets! Show quality, Champion bloodlines. Check us out on Facebook (Rafter H Aussie) or contact Jana at (417) 434-3524.

NOTICE
Hunt Midwest invites qualified contractors to submit bids for the KCI 29 Phase 1 Mass Grading Improvement Package no later than 3:00pm on Thursday, June 15, 2023. Copies of the Bid Documents, including, without limitation, Invitation to Bid, Drawings, Specifications, Addenda, and the Bidding Documents Manual, may be obtained from Aaron Young, Director of Development for Hunt Midwest at ayoung@huntmidwest.com or downloaded at <https://drive.google.com/drive/folders/1UJ5v5a10z1TnIS-Vm9rHfK288er0u3p-urDw>.
ILO124513
May 28-29-Jun 24 2023

NOTICE
Hunt Midwest invites qualified contractors to submit bids for the KCI 29 Phase 1 Mass Grading Package no later than 3:00pm on Tuesday, June 6, 2023. Copies of the Bid Documents, including, without limitation, Invitation to Bid, Drawings, Specifications, Addenda and the Bidding Documents Manual, may be obtained from Aaron Young, Director of Development for Hunt Midwest at ayoung@huntmidwest.com or downloaded at <https://drive.google.com/drive/folders/1UJ5v5a10z1TnIS-Vm9rHfK288er0u3p-urDw>.
ILO124517
May 28-Jun 24 2023

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AKC German Shepherd Puppies, 2 M and 1 F are all black, 1 F and 1 M are black and tan. Three rounds of vaccinations and wormer. Will be vet checked ready 6/2. 417-830-1081

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11 weeks old. Shots LTD. \$500 Call or Text 712-382-4317

AKC Champion Sired Rottweiler Puppies
ready 5/27/23. Have received two rounds of vaccinations and regularly wormed. Call Jessica 816-871-7361 to inquire.

Registered Australian Shepherd Puppies
Healthy ranch raised, all vaccinations jcross53@hotmail.com

AKC German Shepherd Puppies, 2F and 1M all black, 1F and 1M black & tan available. Will be vaccinated and wormed 3 times, vet checked, tails ready 6/2 \$600 (417) 830-0888

Purebred Shitzu puppies. Great family dogs, 2 males 3 females. 816-752-4638 700.00

Golden Retriever Puppies AKC Registered, 2 vaccinations, wormed, microchip, vet check, health guarantee. 12 weeks old \$900 www.crosscogates.com 715-542-0400

Apricot Poodles
AKC Standard Poodle 18 weeks old, all shots, puppy pad trained. Great pet, service or hunting dogs. Please text 913-449-0747

AKC Miniature Schnauzers
black female, great watchdogs, ready for her forever home, \$500, 913-562-4923

Farm Raised Doberman Pinscher pups for sale!
I have 4 full-blooded 7 week old doberman puppies: 2 red females, 1 black female, and 1 black male. They have had their first round of shots and have been dewormed, docked tails. Not spayed. Contact Jay Prevette 660-255-2947, Windsor MO.

AKC Boxers
AKC Boxer please call Lisa at 816-261-0029 for more info and pictures!

Dalmatian puppies, full registration males and females 660868250 5750 NW MO

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Next Step Home Improvement
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May 23, 2023

The Journal Record

Please print the following **LEGAL NOTICE: Thursday, June 1, 2023, AND Thursday, June 8, 2023.**

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Electronic tear sheets and affidavits are required for ALL TIPS Bid Ads.

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Thank you,



Shelley Black
Contracts Support

Purchasing Cooperative | Region 8 Education Service Center
4845 US Hwy 271 North | Pittsburg, TX 75686
Ph: 866-839-8477 | Direct: 903-575-2732
www.tips-usa.com | shelley.black@tips-usa.com

"Purchasing Made Personal"

In the Matter of the Application of KRISTIAN ALEXANDER BARGER to change her name
 To Whom It May Concern:
 Take notice that Kristian Alexander Barger has filed in the above court a Petition to have his name changed as follows, to-wit: From Kristian Alexander Barger to Kristian Alexander Walker; and that the same will be heard at the District Court of Oklahoma County, Oklahoma, in the County Court House, located at 320 Robert S. Kerr, Oklahoma City, OK, 73102 on the 5th day of July, 2023, at 9:00 a.m., and that any person may file a written protest in the case prior to the date set for the hearing.
 Eric Urbach, OBA#18863
 URBACH LAW FIRM
 PO Box 6482
 Edmond, OK 73083
 (405) 216-3404
 eric@ericurbach.com
 ATTORNEY FOR PETITIONER
 (6-1-23)

(MS2509043)
NOTICE OF FILING PETITION FOR CHANGE OF NAME
Case No. CV-2023-1285
 IN THE DISTRICT COURT OF OKLAHOMA COUNTY STATE OF OKLAHOMA

In the Matter of the Application of BRADLEY CHRISTOPHER BARGER to change her name
 To Whom It May Concern:
 Take notice that Bradley Christopher Barger has filed in the above court a Petition to have his name changed as follows, to-wit: From Bradley Christopher Barger to Bradley Christopher Walker; and that the same will be heard at the District Court of Oklahoma County, Oklahoma, in the County Court House, located at 320 Robert S. Kerr, Oklahoma City, OK, 73102 on the 5th day of July, 2023, at 9:00 a.m., and that any person may file a written protest in the case, prior to the date set for the hearing.
 Eric Urbach, OBA#18863
 URBACH LAW FIRM
 PO Box 6482
 Edmond, OK 73083
 (405) 216-3404
 eric@ericurbach.com
 ATTORNEY FOR PETITIONER
 (6-1-23)

(MS2509058)
Notice of Hearing
Case No. CV-2023-1303
 IN THE DISTRICT COURT OF OKLAHOMA COUNTY STATE OF OKLAHOMA

In Re of Name Change of: Michelle Coker for Sarah Michelle Coker, a minor.
 Please take notice, that the undersigned will bring the above petition on for hearing before the Court at Room 325, Oklahoma County Courthouse, City of Oklahoma City, on the 29th day of June, 2023, at 1:30 o'clock p.m. of that day or as soon thereafter as counsel can be heard.
 RICK WARREN
 (SEAL)
 Court Clerk
 By: Deputy
 Jeffrey L Conkin
 Michelle L Coker
 1220 Morrison Trail
 Edmond, OK 73012
 (6-1-23)

Goods and Services

(MS2507004)
 The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:
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 (6-1, 6-8-23)

(MS2508874)
Request for Proposal - RFP COC-2304
Storm Sewer and Pavement Repairs
 The City of Chickasha, Oklahoma is accepting sealed proposals for Storm Sewer and Pavement Repairs.
 The project consists of removing existing pavement, storm sewer pipes and structures and installing new storm sewer pipes and structures and pavements at the intersection of 14th Street and Missouri Avenue in Chickasha, Oklahoma.
 Bids shall be made in accordance with this Invitation for Bids and the Bidding Documents.

Bids shall be addressed to the City Clerk, City of Chickasha, 117 North 4th Street, Chickasha, Oklahoma 73018, and shall be labeled "RFP COC-2304, DO NOT OPEN" and "Storm Sewer and Pavement Repairs." Proposals shall be submitted no later than 1:30 p.m. local time on June 9, 2023. It is the sole responsibility of the proponent to ensure that this proposal is actually in the City Hall of the City of Chickasha prior to the expiration of the time and date stated above. Bids may be delivered in person, by mail, delivery service, fax or e-mail. Fax bids to 405-222-6004. E-mail bids to Susan.mcdaniel@chickasha.org.
 The Issuing Office for the Bidding Documents is: City of Chickasha. Technical questions should be emailed to Jim Crosby at jim.crosby@chickasha.org or by calling 405-222-6080.
 Upon consideration of the proposals, the City of Chickasha reserves the right to accept or reject any and all proposals, to waive technicalities and to make any investigation deemed necessary concerning the proponent's ability to provide the services as covered by the specifications, and to accept what in their judgment is the most advantageous proposal.
 Due to the type of project this is, the contractor will be able to make purchases exempt from use taxes and sales taxes on this project.
 Keith Johnson
 City Manager
 CERTIFICATION
 I certify that the above "Request for Proposal" was posted on the bulletin board of City Hall, City of Chickasha, Oklahoma, on the 30th day of May 2023.
 Susan M. McDaniel, CMC - City Clerk
 (6-1-23)

(MS2508875)
NOTICE TO BIDDERS
CITY OF NORMAN
INVITATION TO BID NUMBER
2324-4
BRIDGE MAINTENANCE PROJECT
FYE 2024

Notice is hereby given that pursuant to an order by the CITY OF NORMAN (OWNER), a municipal corporation, sealed bids will be received at the Office of the Purchasing Officer, 225 North Webster Avenue, Norman, OK 73069, until 2:00 p.m., local time, Thursday, the 22nd day of June, 2023, for and on behalf of the CITY OF NORMAN, for furnishing all tools, material and labor, and performing the work necessary for construction of the BRIDGE MAINTENANCE PROJECT, FYE 2024. Bids will be opened and read aloud at the Office of the Purchasing Officer, 225 N. Webster, Norman, OK 73069 at 2:00 p.m. No bids will be accepted after 2:00 p.m.
 A non-mandatory Pre-bid Conference will be held on Friday, June 9, 2023 from 11:00 a.m. to 12:00 p.m. in Development Center Conference Room B, located at 225 N. Webster, Norman, Oklahoma 73069. Questions related to this contract will be answered up to 4:00 p.m. on Thursday, June 15th, 2022. Bidders are expected to inspect the site of the work and to inform themselves regarding all local conditions. For information concerning the proposed work, or the scheduled Pre-bid Conference, contact Brandon L. Brooks, E.I.T., Staff Engineer for OWNER, at (405) 366-5459.
 The project consists of various maintenance efforts of existing bridge structures at various locations in Norman, Oklahoma.
 Specifications and the other bidding documents may be obtained at the following location:
 1. Engineering Division, Mr. Brandon L. Brooks, E.I.T., CFM, 225 N. Webster, Norman, OK 73069, Telephone No. (405) 366-5459
 Bid information and specifications may be obtained from:
 1. Office of the City Engineer located at 225 N. Webster, Norman, Oklahoma.
 Each Bid must be accompanied by an original executed Bidding Documents contained within the Contract Documents and a Certified or Cashier's Check or Bidder's Surety Bond, in the sum of five percent (5%) of the amount of the total bid. Said Surety Bond will be retained as liquidated damages in the event the successful bidder fails, neglects, or refuses to enter into said contract for the construction of said public improvements for said project, and furnish the necessary Performance, Statutory, and Maintenance Bonds within ten (10) days from and after the date the award is made.
 (6-1, 6-8-23)

(MS2508877)
NOTICE TO BIDDERS
CITY OF NORMAN
INVITATION TO BID NUMBER
2324-2
STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE PAVEMENT.
FYE 2024 LOCATIONS, BID 1

Notice is hereby given that pursuant to an order by the CITY OF NORMAN (OWNER), a municipal corporation, sealed bids will be received at the Office of the Purchasing Officer, 225 North Webster Avenue, Norman, OK 73069, until 2:00 p.m., local time, Thursday, the 22nd day of June, 2023, for and on behalf of the CITY OF NORMAN, for furnishing all tools, material and labor, and performing the work necessary for construction of the STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE PAVEMENT, FYE 2024 LOCATIONS, BID 2.
 The project consists of repairing existing concrete streets with panel and curb replacement. Some ADA sidewalk work is included.
 A non-mandatory Pre-bid Conference will be held on Monday, June 12th, 2023 from 2:00 p.m. to 2:30 p.m. at Conference Room B, located at 225 N. Webster Avenue, Norman, Oklahoma 73069. Questions related to this contract will be answered up to 3:00 p.m. on Friday, June 16, 2022. Bidders are expected to inspect the sites of the work and to inform themselves regarding all local conditions. For information concerning the proposed work, or the scheduled Pre-bid Conference, contact Jeff Fordice, P.E., Capital Projects Engineer for OWNER, at jeff.fordice@normanok.gov
 Electronic copies of the specifications may be obtained from: Engineering Division, Mr. Jeff Fordice, P.E., 201-A West Gray, Norman, OK 73069, jeff.fordice@normanok.gov
 (6-1, 6-8-23)

(MS2509107)
BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA
 APPLICANT: ROBYN STRICKLAND, DIRECTOR)
 OIL AND GAS CONSERVATION DIVISION) CASE No.
 OKLAHOMA CORPORATION COMMISSION) SF2023-000217
 RELIEF SOUGHT: AN ORDER TO USE STATE FUNDS)
 AND/OR OTHER FUNDS TO PLUG/CAP THREE OIL,)
 GAS, INJECTION, AND/OR DISPOSAL WELL(S))
 LEGAL DESCRIPTION: S.E. Chandler Ut. #W-1,)
 API 3508103790, SW NW NW, Section 25, Township 14N,)
 Range 04E, Lincoln County, OK.)

NOTICE OF HEARING
 STATE OF OKLAHOMA: To all persons having an interest in the above-described relief:
 NOTICE IS HEREBY GIVEN that an Application to obtain an order authorizing the use of state funds and/or other funds to plug the above-described well(s) located at the above-described legal description(s), and any other relief that the Commission deems appropriate, has been filed at the Oklahoma Corporation Commission and will be heard before an Administrative Law Judge on the Pollution-Enforcement Docket at 8:30 a.m. on July 19, 2023.
 NOTICE IS FURTHER GIVEN that, due to renovation work, the Commission's Oklahoma City office is relocating from the Jim Thorpe Office Building to the Will Rogers Memorial Office Building located in the Capitol Complex, 2401 N. Lincoln Blvd., Oklahoma City, OK, 73105. All docket calls and hearings will be conducted in the Concourse Theater or other courtrooms located on the concourse level between the Will Rogers Memorial Office Building and the Sequoyah Office Building. The specific room location will be available on or before the hearing date at the information desk in the first-floor lobby of the Will Rogers Memorial Office Building, and on the Commission's website at: <https://oklahoma.gov/occ/court-dockets.html>.
 NOTICE IS FURTHER GIVEN that for questions concerning this action, interested persons may contact attorney Melissa L. Scimeca by email at melisa.scimeca@occ.ok.gov, or by phone at 405.522.1114.
 OKLAHOMA CORPORATION COMMISSION
 J. TODD HIETT, CHAIRMAN
 KIM DAVID, VICE CHAIRMAN
 BOB ANTHONY, COMMISSIONER
 Melissa L. Scimeca, OBA #31705

(MS2508876)
NOTICE TO BIDDERS
CITY OF NORMAN
INVITATION TO BID NUMBER
2324-1
 Notice is hereby given that pursuant to an order by the CITY OF NORMAN (OWNER), a municipal corporation, sealed bids will be received at the Office of the Purchasing Officer, 225 North Webster Avenue, Norman, OK 73069, until 2:00 p.m., local time, Thursday, the 22nd day of June, 2023, for and on behalf of the CITY OF NORMAN, for furnishing all tools, material and labor, and performing the work necessary for construction of the STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE PAVEMENT, FYE 2024 LOCATIONS, BID 1.
 The project consists of repairing existing concrete streets with panel and curb replacement. Some ADA sidewalk work is included.
 A non-mandatory Pre-bid Conference will be held on Monday, June 12th, 2023 from 2:00 p.m. to 2:30 p.m. at Conference Room B, located at 225 N. Webster Avenue, Norman, Oklahoma 73069. Questions related to this contract will be answered up to 3:00 p.m. on Friday, June 16, 2022. Bidders are expected to inspect the sites of the work and to inform themselves regarding all local conditions. For information concerning the proposed work, or the scheduled Pre-bid Conference, contact Jeff Fordice, P.E., Capital Projects Engineer for OWNER, at jeff.fordice@normanok.gov
 Electronic copies of the specifications may be obtained from: Engineering Division, Mr. Jeff Fordice, P.E., 201-A West Gray, Norman, OK 73069, jeff.fordice@normanok.gov
 (6-1, 6-8-23)

Miscellaneous

(MS2509104)
 (6-1-23)
BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA
 APPLICANT: ROBYN STRICKLAND, DIRECTOR)
 OIL AND GAS CONSERVATION DIVISION) CASE No.
 OKLAHOMA CORPORATION COMMISSION) SF2023-000216
 RELIEF SOUGHT: AN ORDER TO USE STATE FUNDS)
 AND/OR OTHER FUNDS TO PLUG/CAP THREE OIL,)
 GAS, INJECTION, AND/OR DISPOSAL WELL(S))
 LEGAL DESCRIPTION: SE Chandler Unit #P-2,)
 API 3508120643, W4 SE SE NW, Section 26,)
 Township 14N, Range 04E, Lincoln County, OK;)
 SE Chandler Unit #W7, API 3508120601, NE NE SE,)
 Section 26, Township 14N, Range 04E, Lincoln County, OK;)
 SECCSSU #W6, API 3508120564, NW SW SE, Section 26,)
 Township 14N, Range 04E, Lincoln County, OK.)
NOTICE OF HEARING
 STATE OF OKLAHOMA: To all persons having an interest in the above-described relief:
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 NOTICE IS FURTHER GIVEN that, due to renovation work, the Commission's Oklahoma City office is relocating from the Jim Thorpe Office Building to the Will Rogers Memorial Office Building located in the Capitol Complex, 2401 N. Lincoln Blvd., Oklahoma City, OK, 73105. All docket calls and hearings will be conducted in the Concourse Theater or other courtrooms located on the concourse level between the Will Rogers Memorial Office Building and the Sequoyah Office Building. The specific room location will be available on or before the hearing date at the information desk in the first-floor lobby of the Will Rogers Memorial Office Building, and on the Commission's website at: <https://oklahoma.gov/occ/court-dockets.html>.
 NOTICE IS FURTHER GIVEN that for questions concerning this action, interested persons may contact attorney Melissa L. Scimeca by email at melisa.scimeca@occ.ok.gov, or by phone at 405.522.1114.
 OKLAHOMA CORPORATION COMMISSION
 J. TODD HIETT, CHAIRMAN
 KIM DAVID, VICE CHAIRMAN
 BOB ANTHONY, COMMISSIONER
 Melissa L. Scimeca, OBA #31705

Cost Estimate: \$62,000.00
 Using Agency: OMES OFM
 Bid Documents Available: May 25, 2023 Fee For Bid Documents: See Website
 Pre-Bid Conference: Mandatory, Refer to "Instructions to Bidders" in Project Manual. In case of adverse weather conditions, please call 405-521-2112 prior to Pre-Bid Conference.
 Date and Time: June 1, 2023 at 09:00am
 Location: 3115 N. Lincoln Blvd. Oklahoma City, OK 73105
 Bid Opening Date: June 15, 2023
 Location: Online Bids Only
 Bid Opening Time: 2:00 PM
 Contact Person(s) Patrick Bowers - 405-882-9614
 Donald Yardley - Donald.yardley@omes.ok.gov
 Bid Bond:
 If the bid exceeds \$50,000, a cashier's check, a certified check or surety bid bond in the amount of five percent (5%) of the total bid shall accompany the sealed bid of each bidder. Security checks will be returned to all but the three lowest bidders after the bid opening. The three lowest bid securities will be retained until the contract is awarded.
 By: Don Yardley
 Project Manager, Construction & Properties Department
 (6-1, 6-8-23)

(MS2508880)
INVITATION FOR BID PROPOSALS FOR WORKERS COMPENSATION INSURANCE COVERAGE
 The Oklahoma City Housing Authority invites sealed bids for the procurement of Workers Compensation Insurance coverage. Effective date of coverage is August 1, 2023. The bid opening date is at 2:00 p.m. on Thursday, July 6, 2023. All bids must be sent to Attn: Thomas Henderson, Oklahoma City Housing Authority, 1700 N.E. 4th St., Oklahoma City, OK 73117.
 For bid information and a copy of the Invitation for Bid, contact Thomas Henderson, Assistant Executive Director Finance/H.R. at (405) 605-3231.
 (6-1-23)

(MS2509108)
PUBLIC NOTICE
Equipment Financing
 The Oklahoma Environmental Management Authority will accept Financial Proposals until 11:00 AM, Tuesday, July 11, 2023, for the following:
 FINANCING OF New Roll Off Truck (#1)
 Amount to be financed is \$334,541.00
 Estimated Delivery - July / August 2023
 New Roll Off Truck (#2)
 Amount to be financed is \$334,541.00
 Estimated Delivery - July / August 2023
 New Side Load Truck (#3)
 Amount to be financed is \$495,270.00
 Estimated Delivery - August 2023
 New Front Load Truck (#4)
 Amount to be financed is \$460,900.00
 Estimated Delivery - July 2023
 We are accepting proposals for both straight financing and/or lease-purchase with \$1 lease-end buyout. For a lease purchase, the lease must include a governmental non-appropriations clause. This financing does not qualify as "qualified tax-exempt obligation." We request that you submit proposals for five years (60 months), seven years (84

(SS2508879)
NOTICE OF SALE OF LAND UNDER EXECUTION
Case No. CJ-2022-155
Judge Hesse, Paul
 IN THE DISTRICT COURT IN AND FOR CANADIAN COUNTY STATE OF OKLAHOMA
 U.S. BANK NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR THE RMAC TRUST, SERIES 2018 G-C/T; Plaintiff, vs. JAMES K. LEE, II A/K/A JAMES LEE; ASHLEY K. LEE; et al. Defendants.
 THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
 Notice is hereby given that on the 31st day of July, 2023, at 10:00 o'clock a.m., (location at Courthouse or Room #), 1, of the Canadian County Courthouse in El Reno, Oklahoma, the undersigned Sheriff will offer for sale and sell for cash to the highest and best bidder, subject to real estate ad valorem

(MS2509104)
 (6-1-23)
BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA
 APPLICANT: ROBYN STRICKLAND, DIRECTOR)
 OIL AND GAS CONSERVATION DIVISION) CASE No.
 OKLAHOMA CORPORATION COMMISSION) SF2023-000216
 RELIEF SOUGHT: AN ORDER TO USE STATE FUNDS)
 AND/OR OTHER FUNDS TO PLUG/CAP THREE OIL,)
 GAS, INJECTION, AND/OR DISPOSAL WELL(S))
 LEGAL DESCRIPTION: SE Chandler Unit #P-2,)
 API 3508120643, W4 SE SE NW, Section 26,)
 Township 14N, Range 04E, Lincoln County, OK;)
 SE Chandler Unit #W7, API 3508120601, NE NE SE,)
 Section 26, Township 14N, Range 04E, Lincoln County, OK;)
 SECCSSU #W6, API 3508120564, NW SW SE, Section 26,)
 Township 14N, Range 04E, Lincoln County, OK.)
NOTICE OF HEARING
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 NOTICE IS FURTHER GIVEN that for questions concerning this action, interested persons may contact attorney Melissa L. Scimeca by email at melisa.scimeca@occ.ok.gov, or by phone at 405.522.1114.
 OKLAHOMA CORPORATION COMMISSION
 J. TODD HIETT, CHAIRMAN
 KIM DAVID, VICE CHAIRMAN
 BOB ANTHONY, COMMISSIONER
 Melissa L. Scimeca, OBA #31705

Miscellaneous

(MS2509104)
 (6-1-23)
BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA
 APPLICANT: ROBYN STRICKLAND, DIRECTOR)
 OIL AND GAS CONSERVATION DIVISION) CASE No.
 OKLAHOMA CORPORATION COMMISSION) SF2023-000216
 RELIEF SOUGHT: AN ORDER TO USE STATE FUNDS)
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 SECCSSU #W6, API 3508120564, NW SW SE, Section 26,)
 Township 14N, Range 04E, Lincoln County, OK.)
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 OKLAHOMA CORPORATION COMMISSION
 J. TODD HIETT, CHAIRMAN
 KIM DAVID, VICE CHAIRMAN
 BOB ANTHONY, COMMISSIONER
 Melissa L. Scimeca, OBA #31705

Miscellaneous

(MS2504777)
 FOR ANYONE WITH LEGAL OR FINANCIAL INTEREST IN THE FOLLOWING:
 2023 DODGE CHARGER
 VIN:23C0DXG1P1H518830
 CONTACT BRANDON KETCHUM
 PH:405-722-8697
 (5-18, 5-25, 6-1-23)

Sheriff's Sale

(SS2508879)
NOTICE OF SALE OF LAND UNDER EXECUTION
Case No. CJ-2022-155
Judge Hesse, Paul
 IN THE DISTRICT COURT IN AND FOR CANADIAN COUNTY STATE OF OKLAHOMA
 U.S. BANK NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR THE RMAC TRUST, SERIES 2018 G-C/T; Plaintiff, vs. JAMES K. LEE, II A/K/A JAMES LEE; ASHLEY K. LEE; et al. Defendants.
 THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
 Notice is hereby given that on the 31st day of July, 2023, at 10:00 o'clock a.m., (location at Courthouse or Room #), 1, of the Canadian County Courthouse in El Reno, Oklahoma, the undersigned Sheriff will offer for sale and sell for cash to the highest and best bidder, subject to real estate ad valorem

R. Ted Leslie, OBA#16971
R. TED LESLIE, P.L.L.C.
2101 N. Santa Fe Ave.
Edmond, OK 73063
(405) 285-8775 / (405) 285-2121
(Facsimile)
ATTORNEY FOR PLAINTIFFS
(6-1, 6-8, 6-15-23)
(CV2509075)
NOTICE BY PUBLICATION
Case No: CV-2023-1299

IN THE DISTRICT COURT OF OKLAHOMA COUNTY, STATE OF OKLAHOMA

DANNY BARKS AKA DANNY WAYNE BARKS Plaintiff, v. DONNA BARKS, AKA, DONNA M. BARKS, AKA DONNA MAE BARKS, if living her spouse, if any, if deceased, her heirs, unknown successors and assigns AND OKLAHOMA COUNTY Defendants.

STATE OF OKLAHOMA TO: Donna Barks, aka Donna M. Barks, aka Donna Mae Barks, her spouse, if deceased, her heirs at law, and/or successors and/or assigns and potential heirs at law.

You are hereby notified that you have been sued in the District Court of Oklahoma County, State of Oklahoma, in case number CV-23-22 wherein DANNY BARKS is the Plaintiff, and DONNA BARKS, her spouse, if any, if deceased, her heirs at law, and/or successors and assigns, are Defendants and the Plaintiff alleging that he is the owner of and entitled to possession of the following described real property, situated in Oklahoma County, Oklahoma to-wit:

Part of the SW 1/4 of Section 12, Township 12N, Range 2W, 5 acres in the SW corner of the West 50 acres of the East 100 acres of the SW 1/4, Oklahoma County, Oklahoma, more particularly described as follows:

A tract of land in the West 50 acres of the East 100 acres of the Southwest Quarter (SW/4) of Section Twelve (12), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described by Curtis Lee Hale, LS 1084 on May 23, 2023, with metes and bounds as follows:

Commencing at the Southwest corner of said SW/4;

Thence South 89°14'32" East as the Basis of Bearing on the South line of said SW/4 a distance of 994.91 feet to the Point of Beginning, said point being the Southwest corner of the West 50 acres of the East 100 acres of said SW/4;

Thence North 00°10'23" West on the West line of the West 50 acres of the East 100 acres of said SW/4 a distance of 466.69 feet;

Thence South 89°14'32" East and parallel to the South line of said SW/4 a distance of 466.69 feet;

Thence South 00°10'23" East and parallel to the West line of the West 50 acres of the East 100 acres of said SW/4 a distance of 466.69 feet to the South line of said SW/4;

Thence North 89°14'32" West on the South line of said SW/4 a distance of 466.69 feet to the Point of Beginning.

This description contains 217,799.56 square feet or 5.00 acres, more or less.

Subject to Easements and Right-of-Way of Record.

And you, DONNA BARKS, her spouse, if any, if deceased, her heirs at law, and/or successor and assigns, Defendants, are further notified that unless you answer the Petition of the Plaintiffs filed herein against you on or before the 15th day of July, 2023, the allegations of said Petition will be taken as true, and judgment will be rendered in favor of Plaintiff against you, said Defendants, QUIETING TITLE IN PLAINTIFF'S POSSESSION OF the aforesaid described real property and BARRING AND ENJOINING you AS HERETOFORE SPECIFICALLY LISTED HEREIN ABOVE, Defendants, from ASSERTING ANY RIGHT, TITLE OR INTEREST IN OR TO THE AFORESAID DESCRIBED REAL PROPERTY.

WITNESS my hand this 26 day of May, 2023.

RICK WARREN (SEAL)

By: Deputy Court Clerk David F. Howell, OBA #12710 1840 S. Douglas Blvd. Midwest City, OK 73130 Office: (405) 737-5673 Fax: (405) 737-6507 Attorney for Plaintiff (6-1, 6-8, 6-15-23)

at 2:00 P.M. If you fail to timely file an answer, judgment will be rendered against you, and OKDHS may obtain an order to revoke any professional license or driver's license without any further notice to you.

Tammy Roberts, Woodward County Court Clerk (5-25, 6-1, 6-8-23)

Construction

(MS2511035) NOTICE TO BIDDERS INVITATION TO BID NUMBER 2223-3

The CITY OF NORMAN will receive sealed bids in the Office of the Purchasing Officer, 225 N. Webster Avenue, Norman, OK 73069, until 2:00 p.m., local time, Thursday, the 22nd day of June, 2023, for furnishing all tools, material and labor, and performing the work necessary for construction of the-

STREET MAINTENANCE BOND PROGRAM ASPHALT PREVENTIVE MAINTENANCE, FYE 2024 LOCATIONS

The project includes applying surface preservation treatment consisting of an engineered mixture of aggregates, clay, polymers, additives, and asphalt emulsion designed to extend the service life of asphalt pavement to approximately 80,000 square yards of selected streets, and all associated work including surface preparation and traffic control.

A non-mandatory Pre-bid Conference will be held on Thursday, June 15, 2023 from 2:00 p.m. to 3:00 p.m. in Conference Room B located at 225 N. Webster Ave, Norman, Oklahoma 73069. Bidders are expected to inspect the sites of the work and to inform themselves regarding all local conditions.

Electronic copies of the specifications may be obtained from: Engineering Division, Mr. Jeff Fordice, P.E., 225 N. Webster Avenue, Norman, OK 73069, jeff.fordice@normanok.gov (6-8, 6-15-23)

(MS2511180) SOLICITATION FOR BIDS 1.01 OWNER

A. Bridge Creek Public Schools 1.02 ARCHITECT Design Architects Plus 1501 S.W. 104th Oklahoma City, OK 73159

1.02.1 CONSTRUCTION MANAGER A. Miller-Tippens Construction Co., LLC 45 NE 52nd Street Oklahoma City, OK 73105 Phone: 405-600-1022 Fax: 405-600-1023

1.02.2 SOLICITATION DATE A. June 8, 2023

1.02.3 PROJECT DESCRIPTION A. Bridge Creek Public Schools- Bid Packages

06A Architectural Wood Casework 12A Wood Laboratory Casework 13B Metal Building Systems Erection 1.02.4 BID DATE, TIME, AND PLACE

A. Bid Date: June 29, 2023 B. Time of Bid: 2:00 P.M. Central Daylight Time

C. Place of Bid: Bridge Creek Public Schools Administration Office - Conference Room 2209 E. Sooner Road Blanchard, OK 73010

The New Classroom Additions 2209 E. Sooner Rd. Bridge Creek, Oklahoma 73010

1.02.5 POTENTIAL BIDDERS A. Sealed Bids addressed to Miller-Tippens Construction Co., LLC. will be received at Place of Bid until Time of Bid on Bid Date. Bids will be read publicly same date and hour.

B. Bidders for Bid Package should be prepared to submit Subcontractor's Qualification Statement to Construction Manager. Utilize AIA for A305-Subcontractor's Qualification Statement.

C. For all bids exceeding \$50,000, Bidders will be required to provide bid security in the form of a Bid Bond or certified check in the amount of five (5) percent of the bid amount, and if awarded, Bidder will be required to provide Payment and Performance Bonding for the Entire value of their contract amount.

D. Submit your offer on the Bid Form provided in Project Manual. Failure to submit on official bid form will result in the rejection of the bid and will not be read aloud.

E. Your bid will be required to be submitted under a condition of irrevocability for a period of 60 days after submission.

F. Miller-Tippens reserves the right to waive any informalities and accept or

reject any or all bids.

1.02.6 OBTAINING BIDDING DOCUMENTS FOR WORK PACKAGES

A. Bid Documents can be viewed at the OKC office of Miller-Tippens.

B. Bid documents may be obtained from Miller-Tippens, 405-600-1022. A \$300.00 refundable deposit is required. Documents must be returned by unsuccessful bidders in good condition within ten (10) days of bid date. (6-8, 6-15-23)

Goods and Services

(MS251070) SOLICITATION FOR BIDS (BID NOTICE)

Sealed bids will be received by the Office of Management and Enterprise Services, Capital Assets Management, Construction, Planning, and Real Estate Services Construction and Properties Department (CAP), Will Rogers Building, 2401 Lincoln Blvd. Ste. 212, Oklahoma City, OK 73105, up to and including the time and date indicated below. The bids will be opened and read aloud after the time indicated.

Digital copies of the plans and bid documents may be obtained from CAP website at: https://omes.ok.gov/services/construction-and-properties. Digital copies of the bid documents are on file at the Construction & Properties office and are available for public inspection.

CAP Project Number: CAP-000845 Project Name: Automatic Door Preventative Maintenance and On-Call

Project Location: OK Capitol Complex Cost Estimate: \$45,000.00 Using Agency: OMES-OFM

Bid Documents Available: June 2, 2023 Fee For Bid Documents: See Website

Pre-Bid Conference: Mandatory, Refer to "Instructions to Bidders" in Project Manual. In case of adverse weather conditions, please call 405-521-2112 prior to Pre-bid Conference.

Date and Time: Thursday, June 15th, 2023 at 10:00am Location: Will Rogers Building - 2401 N. Lincoln Blvd. OKC, OK 73105 - Conference Room 214/216

Bid Opening Date: June 29th, 2023 Location: Online Bids Only Bid Opening Time: 2:00 PM

Contact Person(s) Keith Jones - 405-501-9551 Donald Yardley - Donald.yardley@omes.ok.gov

Bid Bond: If the bid exceeds \$50,000, a cashier's check, a certified check or surety bid bond in the amount of five percent (5%) of the total bid shall accompany the sealed bid of each bidder. Security checks will be returned to all but the three lowest bidders after the bid opening. The three lowest bid securities will be retained until the contract is awarded.

By: Donald Yardley Project Manager, Construction & Properties Department (6-8, 6-15-23)

(MS2507004) The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

230601 Consulting and Other Related Services

230602 Pavement and Other Related Services (2 Part with JOC)

230603 Pathogen Removal and Remediation Supplies and Services (Includes all PPE, Sanitizers, Pathogen Barriers, and Disinfectants)

230604 Vehicle Parts, Supplies, Equipment, and Affiliated Services

Proposals are due and will be opened on July 14, 2023, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

(6-1, 6-8-23) (MS2508875) NOTICE TO BIDDERS CITY OF NORMAN INVITATION TO BID NUMBER 2324-4 BRIDGE MAINTENANCE PROJECT FYE 2024

Notice is hereby given that pursuant to an order by the CITY OF NORMAN (OWNER), a municipal corporation, sealed bids will be received at the Office of the Purchasing Officer, 225 N. Webster, Norman, OK 73069, until 2:00 p.m., local time, Thursday, the 22nd day of June, 2023, for and on behalf of the CITY OF NORMAN, for furnishing all tools, material and labor, and performing the work necessary for construction of the-

STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE PAVEMENT, FYE 2024 LOCATIONS, BID 1.

The project consists of repairing existing concrete streets with panel and curb replacement. Some ADA sidewalk work is included.

A non-mandatory Pre-bid Conference will be held on Monday, June 12th, 2023 from 2:00 p.m. to 2:30 p.m. at Conference Room B, located at 225 N. Webster Avenue, Norman, Oklahoma 73069. Questions related to this contract will be answered up to 3:00 p.m. on Friday, June 16, 2022. Bidders are expected to inspect the sites of the work and to inform themselves regarding all local conditions. For information concerning the proposed work, or the scheduled Pre-bid Conference, contact Jeff Fordice, P.E., Capital Projects Engineer for OWNER, at jeff.fordice@normanok.gov.

Electronic copies of the specifications may be obtained from: Engineering Division, Mr. Jeff Fordice, P.E., 201-A West Gray, Norman, OK 73069, jeff.fordice@normanok.gov (6-1, 6-8-23)

(MS2508877) NOTICE TO BIDDERS CITY OF NORMAN INVITATION TO BID NUMBER 2324-2

Notice is hereby given that pursuant to an order by the CITY OF NORMAN (OWNER), a municipal corporation, sealed bids will be received at the Office of the Purchasing Officer, 225 North Webster Avenue, Norman, OK 73069, until 2:00 p.m., local time, Thursday, the 22nd day of June, 2023, for and on behalf of the CITY OF NORMAN, for furnishing all tools, material and labor, and performing the work necessary for construction of the-

STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE PAVEMENT, FYE 2024 LOCATIONS, BID 2.

The project consists of repairing existing concrete streets with panel and curb replacement. Some ADA sidewalk work is included.

A non-mandatory Pre-bid Conference will be held on Monday, June 12th, 2023 from 2:00 p.m. to 2:30 p.m. at Conference Room B, located at 225 N. Webster Avenue, Norman, Oklahoma 73069. Questions related to this contract will be answered up to 3:00 p.m. on Friday, June 16, 2022.

A non-mandatory Pre-bid Conference will be held on Friday, June 9, 2023 from 11:00 a.m. to 12:00 p.m. in Development Center Conference Room B, located at 225 N. Webster, Norman, Oklahoma 73069. Questions related to this contract will be answered up to 4:00 p.m. on Thursday, June 15th, 2022. Bidders are expected to inspect the site of the work and to inform themselves regarding all local conditions. For information concerning the proposed work, or the scheduled Pre-bid Conference, contact Brandon L. Brooks, E.I.T., Staff Engineer for OWNER, at (405) 366-5459.

(MS2508883) SOLICITATION FOR BIDS (BID NOTICE)

Sealed bids will be received by the Office of Management and Enterprise Services, Capital Assets Management, Construction, Planning, and Real Estate Services Construction and Properties Department (CAP), Will Rogers Building, 2401 Lincoln Blvd. Ste. 212, Oklahoma City, OK 73105, up to and including the time and date indicated below. The bids will be opened and read aloud after the time indicated.

Digital copies of the plans and bid documents may be obtained from CAP website at: https://omes.ok.gov/services/construction-and-properties. Digital copies of the bid documents are on file at the Construction & Properties office and are available for public inspection.

CAP Project Number: CAP-000809 Project Name: Generator Maintenance and On-Call

Project Location: OMES - Information Services Cost Estimate: \$62,000.00 Using Agency: OMES OFM

Bid Documents Available: May 25, 2023 Fee For Bid Documents: See Website

Pre-Bid Conference: Mandatory, Refer to "Instructions to Bidders" in Project Manual. In case of adverse weather conditions, please call 405-521-2112 prior to Pre-bid Conference.

Date and Time: June 1, 2023 at 09:00am Location: 3115 N. Lincoln Blvd. Oklahoma City, OK 73105

Bid Opening Date: July 15, 2023 Location: Online Bids Only Bid Opening Time: 2:00 PM

Contact Person(s) Patrick Bowers - 405-882-9614 Donald Yardley - Donald.yardley@omes.ok.gov

Bid Bond: If the bid exceeds \$50,000, a cashier's check, a certified check or surety bid bond in the amount of five percent (5%) of the total bid shall accompany the sealed bid of each bidder. Security checks will be returned to all but the three lowest bidders after the bid opening. The three lowest bid securities will be retained until the contract is awarded.

By: Don Yardley Project Manager, Construction & Properties Department (6-1, 6-8-23)

(MS2508876) NOTICE TO BIDDERS CITY OF NORMAN INVITATION TO BID NUMBER 2324-1

Notice is hereby given that pursuant to an order by the CITY OF NORMAN (OWNER), a municipal corporation, sealed bids will be received at the Office of the Purchasing Officer, 225 North Webster Avenue, Norman, OK 73069, until 2:00 p.m., local time, Thursday, the 22nd day of June, 2023, for and on behalf of the CITY OF NORMAN, for furnishing all tools, material and labor, and performing the work necessary for construction of the-

STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE PAVEMENT, FYE 2024 LOCATIONS, BID 1.

The project consists of repairing existing concrete streets with panel and curb replacement. Some ADA sidewalk work is included.

A non-mandatory Pre-bid Conference will be held on Monday, June 12th, 2023 from 2:00 p.m. to 2:30 p.m. at Conference Room B, located at 225 N. Webster Avenue, Norman, Oklahoma 73069. Questions related to this contract will be answered up to 3:00 p.m. on Friday, June 16, 2022. Bidders are expected to inspect the sites of the work and to inform themselves regarding all local conditions. For information concerning the proposed work, or the scheduled Pre-bid Conference, contact Jeff Fordice, P.E., Capital Projects Engineer for OWNER, at jeff.fordice@normanok.gov.

Electronic copies of the specifications may be obtained from: Engineering Division, Mr. Jeff Fordice, P.E., 201-A West Gray, Norman, OK 73069, jeff.fordice@normanok.gov (6-1, 6-8-23)

(MS2509018) PUBLIC NOTICE Equipment Financing

The Oklahoma Environmental Management Authority will accept Financial Proposals until 11:00 AM, Tuesday, July 11, 2023, for the following: FINANCING OF New Roll Off Truck (#1)

Amount to be financed is \$334,541.00 Estimated Delivery - July / August 2023 New Roll Off Truck (#2)

Amount to be financed is \$334,541.00 Estimated Delivery - July / August 2023 New Side Load Truck (#3)

Amount to be financed is \$495,270.00 Estimated Delivery - August 2023 New Front Load Truck (#4)

Amount to be financed is \$460,906.00 Estimated Delivery - July 2023

We are accepting proposals for both straight financing and/or lease-purchase with \$1 lease-end buyout. For a lease purchase, the lease must include a governmental non-appropriations clause. This financing does not qualify as "qualified tax-exempt obligation." We request that you submit proposals for five years (60 months), seven years (84 months) and ten years (120 months).

Proposals should include the following: Amortization schedules, number of payments, payment timing, payment amount, total amount funded and annual percentage rate. Sealed envelopes must be marked on front: FINANCING BID FOR NEW COLLECTION TRUCKS 07-11-23.

The Oklahoma Environmental Management Authority reserves the right to accept any alternate bids, or to reject any and all bids, whichever is in the best interest of the Oklahoma Environmental Management Authority. For further information, please contact David Griesel, General Manager, at (405) 262-0161. (6-1, 6-8, 6-15-23)

Bidders are expected to inspect the sites of the work and to inform themselves regarding all local conditions. For information concerning the proposed work, or the scheduled Pre-bid Conference, contact Jeff Fordice, P.E., Capital Projects Engineer for OWNER, at jeff.fordice@normanok.gov.

Electronic copies of the specifications may be obtained from: Engineering Division, Mr. Jeff Fordice, P.E., 201-A West Gray, Norman, OK 73069, jeff.fordice@normanok.gov (6-1, 6-8-23)

(MS2509075) NOTICE BY PUBLICATION Case No: CV-2023-1299

IN THE DISTRICT COURT OF OKLAHOMA COUNTY, STATE OF OKLAHOMA

DANNY BARKS AKA DANNY WAYNE BARKS Plaintiff, v. DONNA BARKS, AKA, DONNA M. BARKS, AKA DONNA MAE BARKS, if living her spouse, if any, if deceased, her heirs, unknown successors and assigns AND OKLAHOMA COUNTY Defendants.

STATE OF OKLAHOMA TO: Donna Barks, aka Donna M. Barks, aka Donna Mae Barks, her spouse, if deceased, her heirs at law, and/or successors and/or assigns and potential heirs at law.

You are hereby notified that you have been sued in the District Court of Oklahoma County, State of Oklahoma, in case number CV-23-22 wherein DANNY BARKS is the Plaintiff, and DONNA BARKS, her spouse, if any, if deceased, her heirs at law, and/or successors and assigns, are Defendants and the Plaintiff alleging that he is the owner of and entitled to possession of the following described real property, situated in Oklahoma County, Oklahoma to-wit:

Part of the SW 1/4 of Section 12, Township 12N, Range 2W, 5 acres in the SW corner of the West 50 acres of the East 100 acres of the SW 1/4, Oklahoma County, Oklahoma, more particularly described as follows:

A tract of land in the West 50 acres of the East 100 acres of the Southwest Quarter (SW/4) of Section Twelve (12), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described by Curtis Lee Hale, LS 1084 on May 23, 2023, with metes and bounds as follows:

Commencing at the Southwest corner of said SW/4;

Thence South 89°14'32" East as the Basis of Bearing on the South line of said SW/4 a distance of 994.91 feet to the Point of Beginning, said point being the Southwest corner of the West 50 acres of the East 100 acres of said SW/4;

Thence North 00°10'23" West on the West line of the West 50 acres of the East 100 acres of said SW/4 a distance of 466.69 feet;

Thence South 89°14'32" East and parallel to the South line of said SW/4 a distance of 466.69 feet;

Thence South 00°10'23" East and parallel to the West line of the West 50 acres of the East 100 acres of said SW/4 a distance of 466.69 feet to the South line of said SW/4;

License Applications

(MS2510702) NOTICE OF INTENTION TO APPLY FOR AN ALCOHOLIC BEVERAGE LICENSE

In accordance with Title 37, Section 522 and Title 37A, Section 2-141 Carpenter Square Theatre Inc 1009 W. Reno Oklahoma City OK 73106 a/an Corporation hereby publishes notice of its intention to apply within sixty days from this date to the Oklahoma Alcoholic Beverage Laws Enforcement Commission for a Mixed Beverage License under authority of and in compliance with the said Act: That it intend(s), if granted such license to operate as a Mixed Beverage establishment with business premises located at 1009 W. Reno in Oklahoma City, Oklahoma County, Oklahoma, under the business name of Carpenter Square Theatre Inc Dated this 5th day of June, 2023.

Signature of applicant(s): if partnership, all partners must sign. If corporation, an officer of the corporation must sign. If limited liability company, a manager must sign. If tribe, a tribal member must sign. Rick Lippert County of Oklahoma, State of Oklahoma. Before me, the undersigned notary public, personally appeared: Rick Lippert to me known to be the person(s) described in and who executed the foregoing application and acknowledged that he executed the same as His free act and deed.

MARANDA BEESON Notary Public My commission expires February 18, 2026, #10001243 (6-8, 6-15-23)

(MS2511226) NOTICE OF INTENTION TO APPLY FOR AN ALCOHOLIC BEVERAGE LICENSE

In accordance with Title 37, Section 522 and Title 37A, Section 2-141 VibeZ Hookah Lounge LLP 2125 NW 23rd ST OKC OK 73107 a/an Limited Liability Partners hereby publishes notice of its intention to apply within sixty days from this date to the Oklahoma Alcoholic Beverage Laws Enforcement Commission for a Mixed Beverage License under authority of and in compliance with the said Act: That it intend(s), if granted such license to operate as a Mixed Beverage establishment with business premises located at 2125 NW 23rd in Oklahoma City, Oklahoma County, Oklahoma, under the business name of VibeZ Hookah Lounge Dated this 6th day of June, 2023.

Signature of applicant(s): if partnership, all partners must sign. If corporation, an officer of the corporation must sign. If limited liability company, a manager must sign. If tribe, a tribal member must sign. Emmanuel Kpogeh County of Oklahoma, State of Oklahoma. Before me, the undersigned notary public, personally appeared: Emmanuel Kpogeh to me known to be the person(s) described in and who executed the foregoing application and acknowledged that he executed the same as his free act and deed.

MARANDA BEESON Notary Public My commission expires February 18, 2026, #10001243 (6-8, 6-15-23)



4845 US Hwy 271 North | Pittsburg, TX 75686
www.tips-usa.com • 866-839-8477 • tips@tips-usa.com

May 23, 2023

Pittsburg Gazette

Please print the following **LEGAL NOTICE: Thursday, June 1, 2023, AND Thursday, June 8, 2023.**

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

230601 Consulting and Other Related Services

230602 Pavement and Other Related Services (2 Part with JOC)

230603 Pathogen Removal and Remediation Supplies and Services (Includes all PPE, Sanitizers, Pathogen Barriers, and Disinfectants)

230604 Vehicle Parts, Supplies, Equipment, and Affiliated Services

Proposals are due and will be opened on **JULY 14, 2023, at 3:00 pm local time.** Call 866-839-8477 for problems with website or questions.

Electronic tear sheets and affidavits are required for ALL TIPS Bid Ads.

Please email proofs, tear sheet copies, affidavit, and invoice to Shelley Black at shelley.black@tips-usa.com as advised by TIPS General Counsel.

Thank you,



Shelley Black
Contracts Support

Purchasing Cooperative | Region 8 Education Service Center
4845 US Hwy 271 North | Pittsburg, TX 75686
Ph: 866-839-8477 | Direct: 903-575-2732
www.tips-usa.com | shelley.black@tips-usa.com

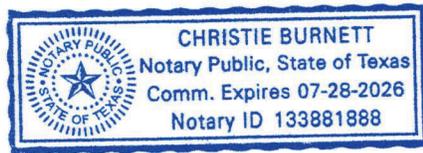
"Purchasing Made Personal"

Affidavit of Publication

The State of Texas

County of Camp

Before me, the undersigned authority, on this day personally appeared **Miranda Oglesby, General Manager** of the Pittsburg Gazette of Pittsburg, Texas, who being by me duly sworn, upon oath deposes and says: that the attached notice was published in the Pittsburg Gazette; a newspaper published in the English language and of general circulation in Camp County, Texas for more than one year prior to the date of first publication of said notice in the issue(s) of June 1, June 8 2023 and that attached newspaper clipping is a true and correct copy of said published notice.



Signed M. Oglesby

Sworn to and subscribed before me this 14

Day of July 2023.

Christie Burnett

Notary Public in and for the State of Texas

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LEGAL

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of **LAVERNE CARPENTER STRUBE**, Deceased, were issued on May 25, 2023, under Docket No. P-23-10342, pending in the County Court of Camp County, Texas, to: Carroll Ray Strube.

Claims may be presented in care of the attorney for the Estate addressed as follows:

Representative,
Estate of Laverne Carpenter Strube, Deceased
c/o Ramsey R. Strube
114 College Street
Pittsburg, Texas 75686

All persons having claims against this Estate which is currently being administered are required to present them within the time and in the manner prescribed by law.

DATED this 26th day of May, 2023.

By: *R. Strube*

RAMSEY R. STRUBE
Attorney for Applicant
State Bar No. 24060677
114 College Street
Pittsburg, Texas 75686
903-856-6615
Fax No. 903-856-7234

NOTICE TO CREDITORS

Notice is hereby given that original Letters of Independent Administration for the Estate of **RONALD RICHARD COOK**, Deceased, were issued on May 24, 2023, under Docket No. P-23-10344, pending in the County Court of Camp County, Texas, to: Gregory "Greg" Barrett Cook.

Claims may be presented in care of the attorney for the Estate addressed as follows:

Representative,
Estate of Ronald Richard Cook, Deceased
c/o Ramsey R. Strube
114 College Street
Pittsburg, Texas 75686

All persons having claims against this Estate which is currently being administered are required to present them within the time and in the manner prescribed by law.

DATED this 24th day of May, 2023.

By: *R. Strube*

RAMSEY R. STRUBE
Attorney for Applicant
State Bar No. 24060677
114 College Street
Pittsburg, Texas 75686
903-856-6615
Fax No. 903-856-7234

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230602 Pavement and Other Related Services (2 Part with JOC)

230603 Pathogen Removal and Remediation Supplies and Services (Includes all PPE, Sanitizers, Pathogen Barriers, and Disinfectants)

230604 Vehicle Parts, Supplies, Equipment, and Affiliated Services

Proposals are due and will be opened on **JULY 14, 2023, at 3:00 pm local time.** Call 866-839-8477 for problems with website or questions.

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Public notice is your right to know about the issues that directly affect your life. And, you can easily find public notices in your local newspaper. Without public notices in the newspaper, you're left to guess about what the government is doing in your community and how elected officials are spending your tax dollars.

Your local newspaper fulfills an essential role in serving your right to know. After all, it shouldn't be your responsibility to know how to look ... where to look ... when to look ... and even what to look for in order to be informed about public information. It is the government's responsibility to notify you of public information, and your local newspaper is the most accessible place to find it.

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LEGAL

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

- 230601 Consulting and Other Related Services**
- 230602 Pavement and Other Related Services (2 Part with JOC)**
- 230603 Pathogen Removal and Remediation Supplies and Services (Includes all PPE, Sanitizers, Pathogen Barriers, and Disinfectants)**
- 230604 Vehicle Parts, Supplies, Equipment, and Affiliated Services**

Proposals are due and will be opened on **JULY 14, 2023, at 3:00 pm local time.** Call **866-839-8477** for problems with website or questions.

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To advertise your GARAGE SALE call 903-856-6629	

The Texas Commission on Environmental Quality will be soliciting public comment for the following Recreational Use Attainability Analysis Reports: For the project conducted on Big Cypress Creek in Hopkins and Franklin counties and also for the project conducted on Lilly Creek in Upshur and Camp counties. If you would like to comment on the reports or have information on current or past recreation activities occurring on these water bodies, comments will be accepted until September 15, 2023. The reports are located on the TCEQ website at <https://www.tceq.texas.gov/waterquality/standards/ruaas>. Comments can be submitted via email to Bonnie Evans at Bonnie.Evans@tceq.texas.gov or mailed to Bonnie Evans, MC-234, P.O. Box 13087, Austin, TX 78711.

THE STATE OF TEXAS

TO: THE UNKNOWN HEIRS OF: **MARY SUSAN DUKE**, Deceased including any unknown heirs who may qualify as an incapacitated person as that term is defined in the Texas Estates Code sec 22.016.

You and each of you are hereby cited, required and commanded to appear before the County Court of CAMP COUNTY, TEXAS, to be held in the County Courtroom in the courthouse of said county in the City of PITTSBURG, CAMP COUNTY, TEXAS, such appearance to be at or before 10 o'clock a.m. of the first Monday next after the expiration of 10 days from the date of service, exclusive of the day of such service, which day and date of service shall be the date of publication that this newspaper bears, and which appearance shall be at such time on such Monday, which will be the 19th day of June, 2023, by filing written answer to the application hereinafter mentioned, contesting same, should they or any of them desire to do so, which application will, at such 10 o'clock hour and such place be acted on, said application having been filed by **ABRIE BENE ROBERTSON**, by her Attorney **LANCE W. HIRSCH** in said court on the 26th day of May, 2023, and now pending there, in a proceeding on the probate docket of said court, styled, **IN THE ESTATE OF MARY SUSAN DUKE, Deceased**, the file number of which application and the docket number of which proceedings is **P-23-10354**, the nature of such application being for:

APPLICATION FOR DETERMINATION OF HEIRSHIP AND FOR ISSUANCE OF LETTERS OF INDEPENDENT ADMINISTRATION

If this citation is not served within 90 days after the date of its issuance, it shall be returned unserved.

Witness, Sandra Knight, Clerk of the County Court of Camp County.

Given under my hand and seal of said court, at office in the City of Pittsburg, this 26th day of May, 2023.

SANDRA KNIGHT
 CAMP COUNTY CLERK
 CAMP COUNTY, TEXAS

By: *Sandra Knight*, Deputy

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Puzzle Solutions from Page 5

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May 23, 2023

Springfield News-Leader

Please print the following **LEGAL NOTICE: Thursday, June 1, 2023, AND Thursday, June 8, 2023.**

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

230601 Consulting and Other Related Services

230602 Pavement and Other Related Services (2 Part with JOC)

230603 Pathogen Removal and Remediation Supplies and Services (Includes all PPE, Sanitizers, Pathogen Barriers, and Disinfectants)

230604 Vehicle Parts, Supplies, Equipment, and Affiliated Services

Proposals are due and will be opened on **JULY 14, 2023, at 3:00 pm local time.** Call 866-839-8477 for problems with website or questions.

Electronic tear sheets and affidavits are required for ALL TIPS Bid Ads.

Please email proofs, tear sheet copies, affidavit, and invoice to Shelley Black at shelley.black@tips-usa.com as advised by TIPS General Counsel.

Thank you,



Shelley Black
Contracts Support

Purchasing Cooperative | Region 8 Education Service Center

4845 US Hwy 271 North | Pittsburg, TX 75686

Ph: 866-839-8477 | Direct: 903-575-2732

www.tips-usa.com | shelley.black@tips-usa.com

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**STATE OF MISSOURI
COUNTY OF GREENE**

**PURCHASING COOPERATIVE REGION
4845 US HIGHWAY 271 N
PITTSBURG TX 75686**

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

- 230601** Consulting and Other Related Services
- 230602** Pavement and Other Related Services (2 Part with IOC)
- 230603** Pathogen Removal and Remediation Supplies and Services (Includes all PPE, Sanitizers, Pathogen Barriers, and Disinfectants)
- 230604** Vehicle Parts, Supplies, Equipment, and Affiliated Services

Proposals are due and will be opened on **JULY 14, 2023**, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

I do upon my oath state that I am the Legal Clerk of the Springfield News-Leader/Guidon, and that I am duly authorized to and do make this affidavit for and on behalf of the News-Leader, a newspaper published daily in the City of Springfield, Greene County, Missouri; that the public advertisement, notice or order of Publication, a true copy of which is hereto attached, was published in said newspaper 2 time(s), issues dated as follows:

06/01/2023, 06/08/2023

Account Number: SNL-0000001120
Order Number: 0005718331

of Affidavits: 1

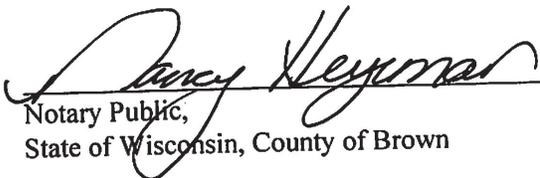
Total Ad Cost: 129.30

This is not an invoice

(Signed) 
Legal Clerk

(Date) 6-8-23

Signed and sworn before me


Notary Public,
State of Wisconsin, County of Brown

Nancy Heyrman
Notary Public, State of Wisconsin
Commission Expires,

5.15.27

LGBTQ+ activists seek new strategies

Target decision, laws add to hostile environment

Denise Lavoie and Andrew Selsky
ASSOCIATED PRESS

RICHMOND, Va. — Following Target's announcement last week that it removed products and relocated Pride displays to the back of certain stores in the South, activists in the LGBTQ+ community are calling for new campaigns to convince corporate leaders not to cave to anti-LGBTQ+ groups.

"We need a strategy on how to deal with corporations that are experiencing enormous pressure to throw LGBTQ people under the bus," said California state Sen. Scott Wiener, D-San Francisco, a member of the LGBTQ legislative caucus.

"We need to send a clear message to corporate America that if you're our ally — if you are truly our ally — you need to be our ally, not just when it's easy but also when it's hard," he said.

While the retailer said its actions were aimed at ensuring the safety and well-being of its employees after protesters knocked over Pride signs and confronted workers in stores, the controversy comes at a time when conflict over LGBTQ+ rights is simmering.

Nearly 500 anti-LGBTQ+ bills have been introduced in state legislatures around the country this year. At least 18 states have enacted laws restricting or banning gender-affirming care for transgender minors.

The hostile environment has prompted some groups to hire security consultants to advise them on activities planned for Pride Month, which begins on Thursday.

"We are forced to think differently about how we handle security at our events and whether or not we can post our staff's names and emails on our website," said Janson Wu, executive director of GLBTQ Legal Advocates & Defenders, a nonprofit legal rights organization based in Boston.

Debra Porta, executive director of Pride Northwest, in Portland, Oregon, said there have been discussions about a possible boycott, a letter-writing cam-



Pride merchandise is displayed May 24 at a Target store in Nashville, Tenn. Target is removing certain items from its stores and making other changes to its LGBTQ+ merchandise nationwide after an intense backlash from some customers. GEORGE WALKER IV/AP

aign and other actions directed at Target, but plans for an organized protest haven't yet materialized.

"Because the news is fairly new, more actions may be announced, especially as Pride Month gets here," Porta said.

Target isn't the only company grappling with public criticism.

Bud Light is still dealing with fallout from its partnership with transgender influencer Dylan Mulvaney, who in April posted a picture on Instagram of a beer can with her face on it. In response to the hate-filled and transphobic backlash that followed, the company said it "never intended to be part of a discussion that divides people," but didn't directly address the rhetoric or signal clear support for Mulvaney. Bud Light's parent company, Anheuser-Busch, is tripling its U.S. marketing spending this summer as it tries to restore lost sales.

In early May, several gay bars in Chicago stopped selling Anheuser-Busch products to protest the company's response.

Chicago's 2Bears Tavern said the company's response "shows how little Anheuser-Busch cares about the LGBTQIA+ community, and in particu-

"We need to send a clear message to corporate America that if you're our ally — if you are truly our ally — you need to be our ally, not just when it's easy but also when it's hard."

Sen. Scott Wiener, D-San Francisco
California state lawmaker

lar transgender people, who have been under unrelenting attack in this country."

"Since Anheuser-Busch does not support us, we will not support it," said the company.

Sidetrack, the largest gay bar in the Midwest, did the same, saying Anheuser-Busch "wrongfully validates the position that it is acceptable to acquiesce to the demands of those who do not support the trans community and wish to erase LGBTQ+ visibility."

In Florida, Disney has been engaged in a legal battle with Gov. Ron DeSantis since the company expressed its opposition to the state's classroom limits on discussing gender identity and sexual orientation.

And the Los Angeles Dodgers an-

nounced last week that a satirical LGBTQ+ group called the Sisters of Perpetual Indulgence will again be welcome at the team's annual Pride Night — nearly a week after the team rescinded its original invitation, citing backlash from conservative Roman Catholics and politicians who accused the group of mocking the Christian faith.

"Now's not the time to back down," said Brian K. Bond, executive director of PFLAG, an organization founded in 1973 to advocate for LGBTQ+ people and their families.

"I think both business and us as citizens need to look within ourselves into new strategies. The old models aren't necessarily working," he said.

Some people remain concerned about the impact of Target's Pride displays on children, said Victoria Cobb, president of The Family Foundation of Virginia, a conservative, faith-based organization in Richmond.

"Target is paying the price for telling kids to be discontent with their bodies, putting ideology ahead of the interests of investors, and creating a hostile store environment for parents with children," Cobb said in a statement.

In a Richmond Target store on Sunday, Pride merchandise was prominently displayed at the front of the store.

Brenda Alston, a 75-year-old retiree, said she bought a pair of rainbow sandals to show support for the LGBTQ+ community and for Target.

"If you come in the store and this is not what you support, keep on walking and get what you need in another part of the store," Alston said. "Who are you to tell me what to buy and what Target should offer their customers?"

Still, some see the hostility toward Target and other retailers as just the latest obstacle in a decadeslong struggle for equality.

"To me, this is a sign that we're winning," said Derek Mize, a gay attorney who lives in an Atlanta suburb with his husband and two children.

"I think that these people moaning about our visibility are the last breaths of a dying prejudice," he said. "Society is changing, and most people are not concerned about Target selling an LGBTQ shirt."

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Public Notices

Bids for Replace HVAC and Controls at Shady Grove State School, Project No. E2019-01, will be received by MDOT, State of MD, UNTIL 1:30 PM, June 22, 2023, via MissouriDOT's. Bidders must be registered to bid. Project information available at: bit.ly/mo.gov/bidtabler

INVESTMENT TO CONTRACTORS

Notice is hereby given that The School District of Springfield, R12 will receive bids until Thursday, June 15, 2023, 10:00 a.m. for the:

Security Class Room project at Central High School
Glenville High School
Wilkeson High School
Kilgus High School
Parkview High School

Plan distribution, event details, and complete project details will be available via lowwawe Technologies electronic bidding software. Project will be available for public access on lowwawe June 15, 2023, 1:00 p.m. For software registration and project access, visit spesbids.lowwawe.net.

For questions regarding the project, please post questions into lowwawe through the Questions tool. For general information please contact the Project Coordinator, David Rosesser, Springfield Public Schools, [417-522-9016](tel:417-522-9016).

A pre-bid meeting for contractors will be held Thursday, June 8, 2023 at 8:30 a.m., beginning at Hillcrest High School. Attendance at the pre-bid meeting is mandatory.

INVESTMENT TO CONTRACTORS

Notice is hereby given that The School District of Springfield, R12 will receive bids until Thursday June 15, 2023, 1:30 p.m. for the:

STORM SHELTER FOR WATKINS ELEMENTARY SCHOOL, 723 WEST FAIRMAGE STREET, SPRINGFIELD, GREENE COUNTY, MISSOURI

Plan distribution, event details, and complete project details will be available via lowwawe Technologies electronic bidding software. Project will be available for public access via lowwawe June 15, 2023, 1:00 p.m. For software registration and project access, visit spesbids.lowwawe.net.

A pre-construction meeting, strongly encouraged to attend due to select construction phasing, will be held on site, Monday, June 5, 2023 at 10:00AM.

For questions regarding the project, please post questions into lowwawe through the Questions tool. For general information please contact the Project Manager, Barbara Busch, [417-523-0348](tel:417-523-0348).

Public Notices

INVESTMENT TO CONTRACTORS

Notice is hereby given that The School District of Springfield, R12 will receive bids until Thursday, June 8, 2023, 2:00 pm for the:

Additional Gym & Music Room
Wilder Elementary School
2526 S. Hillborno Ave.
Springfield, MO 65804

Plan distribution, event details, and complete project details will be available via lowwawe Technologies electronic bidding software. Project will be available for public access on lowwawe May 25, 2023, at 1:00 p.m. For software registration and project access, visit spesbids.lowwawe.net.

A pre-construction meeting, strongly encouraged to attend due to select construction phasing, will be held on site, Tuesday, May 29 at 9:30 a.m.

For questions regarding the project, please post questions into lowwawe through the Questions tool. For general information please contact the Project Manager, Bryan Saunders, [417-631-5781](tel:417-631-5781).

Montrose R-03V School District will be accepting bids for the following project located at 307 E. 2nd St., Montrose, MO: **Gym Floor - would like a bid for each.**

1. Send down, repair, with a lacquer finish.
2. Scrape and put a lacquer finish down.

Bid specifications may be picked up at the Executive Administrator's office during regular business hours of 8:00 a.m. to 3:00 p.m. Projects are to be bid separately and together where possible. All sealed bids due in the Executive Administrator's office by 3:00 PM on June 8, 2023. Successful bidder must provide District with certificate of insurance. The District reserves the right to reject any and all bids.

The Interlocal Purchasing System (IPS) has posted procurement solicitations at www.ips-usa.com for the following categories:

230601 Consulting and Other Related Services
230602 Pavement and Other Related Services (2 Part with IOC)
230603 Pathogen Removal and Remediation Supplies and Services (Includes all PPE, Sanitizers, Pathogen Barriers, and Disinfectants)
230604 Vehicle Parts, Supplies, Equipment, and Affiliated Services

Proposals are due and will be opened on **JULY 14, 2023, at 3:00 pm** local time. Call [866-833-8477](tel:866-833-8477) for problems with website or questions.

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Public Notices

The Springfield-Greene County Library District invites the submission of Request for Qualifications for a Construction Manager at Risk from construction firms capable of providing professional services in connection with the design and renovation of the Library Center, 4653 S. Campbell Avenue, Springfield, MO 65810 in compliance with ARPA requirements.

Parties interested in providing design services for the project should visit www.sgrc.org/procurement for full details. Proposals accepted May 24, 2023 through 5:30 p.m. June 16, 2023. The responses must be submitted electronically to procurement@library.org and in a sealed envelope to: Regina Greer Cooper, Executive Director, Architectural Services RFL, Library Center, 4653 S. Campbell, Springfield, MO 65810.

Proposals are due and will be opened on **JULY 14, 2023, at 3:00 pm** local time. Call [866-833-8477](tel:866-833-8477) for problems with website or questions.

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May 23, 2023

Doug Knowles Jr
Russell Johns Associates LLC

Please print the following **LEGAL NOTICE: Thursday, June 1, 2023, AND Thursday, June 8, 2023.**

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Please email proofs, tear sheet copies, affidavit, and invoice to Shelley Black at shelley.black@tips-usa.com as advised by TIPS General Counsel.

Thank you,



Shelley Black
Contracts Support

Purchasing Cooperative | Region 8 Education Service Center

4845 US Hwy 271 North | Pittsburg, TX 75686

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National Women Business Owners Corporation NBOC

7/7/2023

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, the company handling this advertising matter in the USA TODAY newspaper.

TIPS Public Notice ad was placed in the USA TODAY on the following dates:

6/1/2023 & 6/8/2023

[Handwritten signature of Tony Hagerich]

Tony Hagerich

On this 7th day of July 2023, I attest that the attached document is a true, exact, complete, and unaltered tearsheet.

[Handwritten signature of Camika C Winter]

Notary

CAMIKA C WINTER
Notary Public, State of Florida
My Comm. Expires Apr. 16, 2026
No. HH 253170

HOW THE HEAT WERE BUILT

Stars and finding diamonds in the rough

Jeff Zillgitt
USA TODAY

The Miami Heat like their stars, no question about that.

Alonzo Mourning, Shaquille O'Neal, Dwyane Wade, LeBron James, Chris Bosh and Jimmy Butler.

But the Heat's front office led by Pat Riley, Andy Elisburg and Adam Simon also like their hidden gems and finding players who fit their system — players who other teams may have overlooked, players like Duncan Robinson, Max Strus, Caleb Martin, Gabe Vincent. They were all undrafted, and it's not unusual to get those kind of players into their system and develop them.

"Quite frankly, we've needed more guys like Gabe and Caleb to show how much they have improved with their player development," Heat coach Erik Spoelstra said.

Let's take a look at how the Heat were built.

Draft

Bam Adebayo: Taken 14th in the 2017 draft, Adebayo is a two-time All-Star and an important part of Miami's success. Adebayo struggled offensively against the Boston Celtics in the Eastern Conference finals but was outstanding defensively and on the boards for the Heat.

Tyler Herro: Selected 13th in the 2019, Herro is another valuable piece of Miami's success. He broke his hand in the first round against Milwaukee but might make his return in the middle of the Finals.

Nikola Jovic: The Heat took Jovic, 19, with the 27th pick in the first round of last year's draft but he has not been part of their rotation.



Jimmy Butler and the Heat are in the NBA Finals for the second time in four seasons. DAVID BUTLER II/USA TODAY SPORTS

Free agency

Udonis Haslem: If there's a player who embodies Miami's success with undrafted players, it's Haslem, who signed his first deal with the Heat 20 years ago. He's in his final season, and while he doesn't play much, his voice matters.

Duncan Robinson: Undrafted in 2018 from Michigan after starting his college career at Division III Williams College, Robinson had been relegated to the bench until Herro's injury. He was ready, averaging 9.3 points and shooting 44.6% on 3-pointers in the playoffs.

Gabe Vincent: Undrafted in 2018, Vincent started his pro career in the G League and then signed a two-way (G League/NBA deal) before reaching a two-year, \$3.4M deal in 2021. Averaging 13.1 points and shooting 39% on 3s in the postseason, Vincent has scored 20-plus points four times in the playoffs, includ-

ing 29 in Game 3 against Boston.

Max Strus: Undrafted in 2019 after a college career at DePaul and Division II Lewis University, Strus also signed a two-way deal before coming to terms on a two-year, \$3.4 million contract. Strus had eight consecutive double-figure scoring games earlier in the playoffs.

Omer Yurtseven: He went undrafted in 2020 after playing for North Carolina State and Georgetown and is not part of the playoff rotation.

Caleb Martin: Undrafted in 2019 following a college career at North Carolina State and Nevada, Martin started his pro career on two-way contracts, first with Charlotte then with the Heat. He was Miami's second-best scorer against Boston, averaging 19.3 points and shooting 60.2% from the field and 48.9% on 3s in seven games. Miami locked him up on a three-year, \$20.4 million contract.

Haywood Highsmith: Undrafted in 2018 after four seasons at Division II

Wheeling University, Highsmith started in the G League, spent a season in Germany, went back to the G League and then had a series of 10-day contracts. He's on a three-year, \$3.9 million contract with Miami, and while in and out of the rotation, he has contributed.

Jamal Cain: Undrafted in 2022, Cain is on a two-way contract and not part of the playoff rotation.

Orlando Robinson: Undrafted in 2022, Robinson is on a two-way contract and not part of the playoff rotation.

Kevin Love: The five-time All-Star and 2016 NBA champ signed with the Heat in February after he was bought out by Cleveland. In and out of the rotation depending on matchups, Love brings considerable experience.

Cody Zeller: Signed in the buyout market in February, Zeller doesn't play a lot but has made solid contributions in those limited minutes.

Trades

Jimmy Butler: Part of a four-team trade, Miami acquired Butler from Philadelphia in 2019. While the Heat don't have a title with Butler, he has led them to the NBA Finals twice in four seasons, and when the Heat needed him in Game 7 against Boston, he delivered with 28 points, seven rebounds, six assists and three steals.

Victor Oladipo: The Heat sent Avery Bradley, Kelly Olynyk and a 2022 first-round draft pick swap to Houston for Oladipo at the 2021 trade deadline. He sustained a season-ending injury against Milwaukee in the first round.

Kyle Lowry: The Heat traded for Lowry prior to the start of the 2021-22 season, and while he's not the same player he was in Toronto, he delivers tenacity, leadership and solid play.

HOW THE NUGGETS WERE BUILT

Starts with best second-rounder in NBA history

Jeff Zillgitt
USA TODAY

By the time the second round of the NBA draft rolls around, team executives take fliers on players.

Maybe a player will become a contributor off the bench. Maybe he'll turn into a starter.

But no general manager expects to draft a future All-Star or two-time MVP in the second round.

But that's exactly what happened after former Denver Nuggets executive Tim Connelly and his staff drafted Serbian center Nikola Jokic with the 41st overall pick in the second round of the 2014 draft.

Jokic made the first of his five All-Star teams in 2019, earned regular-season MVP in 2021 and 2022 and finished second in 2023, and led the Nuggets to the NBA Finals this season.

He had help winning the Western Conference. Here's a look at how the 2022-23 Nuggets were built:

Through the NBA draft

Christian Braun: The No. 21 pick in the 2022 draft, Braun averaged 15.5 minutes and 4.7 points in the regular season. His minutes have dropped in the playoffs, but he is a part of Denver's future.

Zeke Nnaji: The No. 22 pick in the 2020 draft, he has appeared in four playoff games this season.

Michael Porter Jr.: Porter had medical concerns (back) entering the draft and though he had top-five talent, he fell to No. 14 in 2018. He missed all but nine



The Nuggets and coach Michael Malone added Nikola Jokic with the 41st pick in the 2014 draft. 2016 USA TODAY SPORTS PHOTO BY CHRIS HUMPHREYS

games in 2021-22 but is healthy now and an important starter, who averages 14.6 points and 8.0 rebounds and shoots 40.8% on 3-pointers in the playoffs.

Vlatko Cancar: Selected with the 49th overall pick (second round) of the 2017 draft, Cancar is not in the playoff rotation but averaged 14.8 minutes and 5.0 points during the regular season.

Jamal Murray: The No. 7 pick in the 2016 draft, Murray is one the league's outstanding scorers. He had back-to-back 37-point performances against the Los Angeles Lakers in the conference finals and is averaging 27.7 points (48% shooting), 6.1 assists and 5.5 rebounds

this postseason. He missed the 2021-22 season recovering from a torn ACL.

Nikola Jokic: The 41st pick in 2014, Jokic, the Western Conference finals MVP, averages a triple-double in the playoffs: 29.9 points (53.8% shooting, 47.4% on 3s), 13.3 rebounds and 10.3 assists.

Through free agency

Reggie Jackson: Acquired in the buyout market following the February trade deadline, Jackson played backup minutes in 16 regular-season games but is not part of the playoff rotation.

Bruce Brown: A great signing by GM Calvin Booth, Brown has been a two-way spark off the bench. He signed a two-year, \$13.2 million deal in 2022 but has a player option for 2023-24, and it will be hard for the Nuggets to retain him.

Collin Gillespie: The former Villanova player signed a two-way contract (G League and NBA) in 2022 and is a restricted free agent in the offseason.

DeAndre Jordan: The center joined Denver on a one-year deal last year and provides a strong veteran presence on the bench and in the locker room.

Jack White: White, like Gillespie, is on a two-way contract and is a restricted free agent after the season.

Jeff Green: Another strong addition, Green signed a two-year, \$9 million deal in 2021 and is a valuable playoff contributor.

Through trades

Thomas Bryant: Denver acquired Bryant from the Lakers at the February trade deadline.

Kentavious Caldwell-Pope and Ish Smith: Washington traded Caldwell-Pope and Smith to the Nuggets in July, and Caldwell-Pope has been crucial to Denver's playoff success as a defender and capable scorer.

Peyton Watson: Denver acquired Watson in a 2022 draft-night trade to Oklahoma City.

Aaron Gordon: Getting Gordon in a trade with Orlando is another savvy move by the front office. His defense and rebounding and occasional scoring help make the Nuggets a complete team.

MARKETPLACE TODAY

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NOTICES

PUBLIC NOTICE

The Interlocal Purchasing System (IIPS) has posted procurement solicitations at www.iips-usa.com for the following categories:

- 230001 Consulting and Other Related Services
- 230002 Pavement and Other Related Services (Part with JOC)
- 230003 Pathogen Removal and Remediation Supplies and Services (Includes all PPE, Sanitizers, Pathogen Barriers, and Disinfectants)
- 230004 Vehicle Parts, Supplies, Equipment, and Affiliated Services

Proposals are due and will be opened on July 14, 2023, at 3:00 pm local time.

Call 866-839-8477 for problems with website or questions.

PUBLIC NOTICE Place your Public Notice in USA TODAY Marketplace! Call: 1-800-397-0070

PUBLIC NOTICE

Region 4 Education Service Center is requesting proposals from qualified and experienced firms to provide

Occupational Safety & Health Compliance (RFP No. 23-05)

In order to be considered, the Offeror must complete and submit a proposal to Region 4 Education Service Center in accordance with the solicitation documentation available at <https://www.escc4.net/services/purchasing/region-4-omni-solicitations> or from the Procurement Services office.

VIRTUAL ONLY NON-MANDATORY PRE-PROPOSAL CONFERENCE
Thursday, June 22, 2023, local time.

To attend the conference, notify Crystal Wallace, Business Operations Specialist, at cwallace@escc4.net by end of day on June 21, 2023.

PROPOSAL DUE DATE:
July 19, 2023, BEFORE 2:00 PM LOCAL TIME.

CONTACT:
Crystal Wallace, Business Operations Specialist, (713) 744-8189 or cwallace@escc4.net.

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Belmont fave's owner worried about sport

Stephen Edelson

Asbury Park Press | USA TODAY Network



Repole

ELMONT, N.Y. — Queens native Mike Repole won the Belmont Stakes last year as an owner of Mo Donegal and as of the post position draw Tuesday for Saturday's 155th renewal he has the favorite in Forte.

"I should be in a little bit better mood today or a little bit more excited — for me it's disappointing," Repole said.

Like everything in horse racing these days, it's complicated.

Repole was part of an enduring image from the current Triple Crown cycle, as he and trainer Todd Pletcher pleaded with a veterinarian at Churchill Downs not to scratch Forte, the Kentucky Derby favorite, on the morning of the race due to a bruised foot. It came as seven horse deaths at the track in the week leading up to the race laser-focused the public's

attention on the sport's safety record.

And that was just days before it was revealed that Forte flunked a post-race drug test after winning the Hopeful Stakes eight months earlier en route to the Juvenile division championship. Information on the pending drug positive had not been publicly shared, but renewed calls for the industry to improve its transparency. That case is currently being appealed.

Now Forte has been installed as the 5-2 morning line favorite breaking from the No. 6 post in the field of nine, having missed the Preakness because being placed on the veterinarian's list at Churchill Downs made him ineligible to run two weeks later.

Optics-wise, none of it's been good over the past month. Including embat-

led trainer Bob Baffert's bittersweet Preakness win with National Treasure, who is 7-2 in the Belmont morning line, after one of his trainees broke down in a race on the Preakness undercard and was euthanized.

Solutions have been hard to come by over the years, although Repole feels some good can come from the creation of the Horseracing Integrity and Safety Authority, the federal organization now overseeing issues of safety and drug testing for the industry nationally.

But Repole, who by his own estimate has sunk \$20 million into the sport, feels time may be running out for the sport.

"I'm at the concern level right now. But the pause level could be 18 months to two years away," Repole said. "I'm watching all these name organizations, and they don't make decisions. And making no decision is the wrong deci-

sion. Everything is preventative, nothing is proactive. When you run a bad business, you go bankrupt. When you run a bad industry, it can disappear.

"That I am passionate about something and now willing to let other people get into it is very concerning. I have always said horse racing is a board game without instructions. Even when you think there are instructions, someone will just overrule the rule."

Industry-wise, the hope is in HISA, which seeks to impose national standards for safety and medication, replacing a patchwork of rules that varied state-to-state. But HISA is off to a slow start, and frustration continues to build.

As owners and trainers gathered in the Belmont Park grandstand late Tuesday morning for the post position draw, the hope was the narrative would change this week in the final jewel of what has been a grueling Triple Crown.

Churchill Downs releases reports on 3 horse deaths

Brooks Holton

The Louisville Courier-Journal

USA TODAY Network

LOUISVILLE, Ky. — Twelve horses died in the span of six weeks at Churchill Downs, prompting the famed Louisville track to suspend racing operations and move the remainder of its spring meet to Ellis Park in Henderson, Kentucky.

When the move was announced Friday, per a recommendation from the Horseracing Integrity and Safety Authority, Churchill Downs Inc. CEO Bill Carstanjen said it will give the track time to conduct "a top-to-bottom review of all of the details and circumstances so that we can further strengthen our surface, safety and integrity protocols."

The Kentucky Horse Racing Commission has also been looking into the matter, as it does at tracks across the commonwealth, by compiling morality reports on each of the deaths after necropsies were performed at the University of Kentucky Veterinary Diagnostic Laboratory in Lexington.

Three reports were published as of Tuesday — on Parents Pride, Take Charge Briana and Freezing Point.

Parents Pride's trainer, Saffie Joseph Jr., was suspended from Churchill Downs on May 4 after another one of his horses collapsed and died during the meet.

"We have no answers," Joseph said after learning of his suspension. "I mean, there's a lot of questions. There's a lot of thoughts, but there's nothing right now."

Here's a look at KHRC's morality reviews of the horses who died at Churchill Downs during the 2023 spring meet:

Parents Pride

Owner: Kenneth Ramsey
Trainer: Saffie Joseph Jr.
Jockey: Tyler Gaffalione
What happened: Parents Pride collapsed near the three-sixteenths pole during a 5½-furlong turf race, her sixth career start, on April 29, unseating Gaffalione. According to a veterinary review included in KHRC's report, the 4-year-old filly had severe weakness in its



An equine ambulance leaves the track after a race at Churchill Downs on May 6, the day of the Kentucky Derby. TARI SMITH/SPECIAL TO THE COURIER-JOURNAL

hind limbs. She fell to her side with labored breathing and died on the track.

Review findings: Drug and toxicology tests detected no prohibited substances in Parents Pride. The presence of therapeutic medication and all other substances were within their normal limits. ... She was deemed sound during prerace exams, with no gait abnormalities noted there or during her warmup on the track before the race. ... The necropsy report revealed mild to moderate changes in the heart, brain and lung but notes, "these were not thought to be significant enough to be the cause of the sudden death. The pathologist points out that many sudden deaths are 'autopsy-negative,'" which means no definitive cause of death is known. ... Veterinary records from the 60 days leading up to the April 29 race showed "very minimal and routine" work.

From the connections: Ramsey, Joseph and Gaffalione were not quoted in the review.

Take Charge Briana

Owner: Willis Horton Racing LLC
Trainer: D. Wayne Lukas
Jockey: Luis Saez
What happened: On May 2, Take Charge Briana was roughly a length behind the leaders of a 1½-mile turf race, her 12th career start, when she fell and unseated Saez near the three-sixteenths pole. A veterinarian who responded to the scene noted the 3-year-

old filly had separated the fetlock, a joint between the cannon bone and the pastern, of her right front leg; and the decision was made to euthanize her because of the severity of the injury.

Review findings: Drug testing detected no prohibited substances in Take Charge Briana. The presence of therapeutic medication and all other substances were within their normal limits. ... A prerace exam deemed the filly and others in the field "sound" and "consistent with horses at this stage of their careers," with no persistent gait abnormalities noted then or during the on-track warmup period. ... Take Charge Briana was placed on the vets list after being eased during a Nov. 26, 2022, race at Churchill. No cause was noted at the time. The filly next raced on New Year's Eve at Oaklawn Park after being cleared to do so by the regulatory veterinarian at the Arkansas track. ... She raced there four more times before returning to Louisville. ... Veterinary records from the 60 days leading up to the May 2 race showed "very minimal and routine" work.

From the connections: Lukas described Take Charge Briana as "royally bred" and speculated that the fall was caused by her back end slipping out from under her when she changed leads. The trainer declined to comment on the turf condition, saying the majority of his horses race on the dirt track. ... Saez said the filly warmed up normally and seemed the same as she had in the

past races, noting the incident occurred without warning when she switched leads and the turf course was in good shape that day.

Freezing Point

Owner: Randy Jill Gootzeit

Trainer: Joe Lejzerowicz

Jockey: Corey Lanerie

What happened: Freezing Point was running between horses during a 1-mile race May 6 on the dirt track, his sixth career start, when the 3-year-old colt pulled up at the 5-furlong pole due to a left forelimb injury. Responding veterinarian officials sedated the horse and applied a splint to the affected area. He was taken via ambulance to a medical center, where a private practitioner took radiographs of the injury, and was later euthanized after the connections were consulted.

Review findings: KHRC said Freezing Point "had no major issues to trigger closer scrutiny," and an evaluation of the dirt track "revealed no issues." ... The colt fractured his front left sesamoid, bones that anchor the suspensory apparatus that allows horses' feet and fetlocks to move properly, and ruptured a ligament in the limb. Superficial and deep digital flexor tendons were torn, as well. ... Drug testing detected no prohibited substances, and the presence of therapeutic medication and all other substances were within their normal limits. ... The colt and others in the Pat Day Mile Stakes were deemed sound with no gait abnormalities noted during both prerace exams and the track warmup period. Veterinary records from the 60 days leading up to the May 6 race showed "very minimal and routine" work. He was coming off 30 days rest.

From the connections: Lejzerowicz said Freezing Point was the first horse in his 35 years of training to be injured during a race. He told KHRC he thought "issues with the racing surface had been a factor in the injury." ... Lanerie disagreed, telling officials he thought the track was in "good shape." The jockey didn't recall the colt getting bumped by others in the field before the injury occurred.

• To see the full review findings, go to www.courier-journal.com/sports/

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NOTICES

PUBLIC NOTICE

This announcement is neither an offer to purchase nor a solicitation of an offer to sell Shares as defined below. The Offer (as defined below) is made solely by the Offer to Purchase, dated June 8, 2023, and the related Letter of Transmittal, and any amendments thereto, and is being made to all holders of Shares. Purchaser shall not be deemed to be making an offer to sell Shares if the Offer to Purchase and the related Letter of Transmittal are not accepted by the holder of Shares in such state, in any jurisdiction where securities, blue sky or other laws require that the Offer be made by a licensed broker or dealer. The Offer shall be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers located under the seal of such jurisdiction.

Notice of Offer to Purchase for Cash Up to 500,000 Shares of Common Stock of THE HOME DEPOT, INC.
at \$200.00 Net Per Share by TRIC CAPITAL INVESTMENT CORPORATION

TRIC Capital Investment Corporation, a corporation under the laws of the Province of Ontario, Canada ("Purchaser"), is offering to purchase up to 500,000 shares of common stock, par value \$0.05 per share (the "Shares"), of The Home Depot, Inc., a Delaware corporation (the "Company"), at \$200.00 per share, net to the seller, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated June 8, 2023, and in the related Letter of Transmittal (the "Offer"). The Offer is not conditioned upon the receipt of any minimum number of Shares.

THE OFFER, PURCHASE PERIOD AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:01 A.M., NEW YORK CITY TIME, ON JULY 7, 2023, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

Shares tendered pursuant to the Offer may be withdrawn at any time prior to 12:01 a.m., New York City time, on July 7, 2023, (the "Expiration Date") unless the Offer is extended, and, if not so accepted or purchased by the Purchaser, may also be withdrawn after July 27, 2023. If more than 500,000 Shares are validly tendered prior to the Expiration Date and not properly withdrawn, the Purchaser will, upon the terms and subject to the conditions of the Offer, accept for payment and pay for only 500,000 Shares on a pro rata basis, with adjustments to avoid purchase of fractional Shares. The information required to be disclosed pursuant to the Securities Exchange Act of 1934, as amended, is contained in the Offer to Purchase and is incorporated herein by reference. The Offer to Purchase and the related Letter of Transmittal and other relevant materials will be mailed upon request to record holders of Shares and furnished to brokers, dealers, banks, trust companies and similar persons whose names, or the names of all other nominees, appear on the Company's shareholder list or, if applicable, who are listed as participants in a clearing agency's security position listing, for subsequent transmittal to beneficial owners of Shares. The Offer to Purchase and Letter of Transmittal contain important information which should be read before any decision is made with respect to the Offer. Requests for copies of the Offer to Purchase, the Letter of Transmittal and all other tender offer materials may be directed to the Information Agent, as set forth below, and copies will be furnished promptly, without charge, for assistance may be directed to the Information Agent. The information Agent for the Offer is: CIMA FINANCIAL SERVICES INC., 1011 St. Clair Avenue West, Suite 1900, Toronto, Canada M6K 3K2, call: (416) 881-8466.

PUBLIC NOTICE

Place your Public Notice in USA TODAY Marketplace!
Call: 1-800-397-0070

PUBLIC NOTICE

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

- 23001 Consulting and Other Related Services
- 23002 Pavement and Other Related Services (2 Part with JOC)
- 23003 Pathogen Removal and Remediation Supplies and Services (Includes all PPE, Sanitizers, Pathogen Barriers, and Disinfectants)
- 23004 Vehicle Parts, Supplies, Equipment, and Affiliated Services

Proposals are due and will be opened on July 14, 2023, at 3:00 pm local time.

Call 866-838-8477 for problems with website or questions.

CAREERS

EMPLOYMENT

Beautiful Smiles by Design is in Dalton and Calhoun GA. We are looking for a General and/or pediatric Dentist at our Dalton location to lead our Practice growth. Our Practices are ultra-high tech, designed to lead premium dentistry to all our patients. We offer excellent compensation and benefits package. Mentorship for Implants, Orthodontics, Molar Root canal available. Beautiful Smiles by Design. Tel: (919)423-6386. E-mail: elina@beautifulsmilesdentistry.com

Endodontist Position Available - Multiple Doctor Office in Texas. We have no room for new patients. This is a multiple-doctor office. Currently, we are hiring full or part-time Endodontists (flexible schedule). All re-service and PPO. Compensation is 40% of production/possible daily rate. Possible partnership opportunity. Located in a very affluent area within 2 hours of Austin/Corpus Christi, TX. To learn more about us, please contact us at: RecruitmentServices@hensychein.com. Ad Code: DDST2023 (Endodontist).

EMPLOYMENT

Fast Paced, Fun Practice seeks a General Dentist. We have multiple locations and are looking to hire full or part-time General Dentists across the different offices. The practices are very modern with innovative technology. Compensation is excellent for the first year. If you want a high-energy, fast-paced, fun place to practice, this is the opportunity for you! If interested, contact us at: RecruitmentServices@hensychein.com. Ad Code: DDVA2027.

Full-time General Dentist Opportunity in Bellingham, WA. \$10,000 signing bonus. Our Mt Vernon office is seeking a full time General Dentist to support this growing community. Located just over an hour away from Seattle, WA and Vancouver, BC, this is a great location that is close to major metro areas while still having a community feel. At Gentle Dental, we value our team's smile as much as our patient's smile. Come join our team and make a difference in the lives of the people in your community! Email: rabito@gentledental.com

EMPLOYMENT

Mondovi Dental is looking for a General Dentist (9-4 days/week) to lead this long-established practice with a loyal patient base in Fall River, Massachusetts. An experienced who've helped earn Mondovi Dental a 4.8-star rating on Google.

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www.tips-usa.com • 866-839-8477 • tips@tips-usa.com

May 23, 2023

Daily Journal of Commerce, Inc.
Attn: Michelle Ropp

Please print the following **LEGAL NOTICE: Friday, June 2, 2023, AND Friday, June 9, 2023.**

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

- 230601** Consulting and Other Related Services
- 230602** Pavement and Other Related Services (2 Part with JOC)
- 230603** Pathogen Removal and Remediation Supplies and Services (Includes all PPE, Sanitizers, Pathogen Barriers, and Disinfectants)
- 230604** Vehicle Parts, Supplies, Equipment, and Affiliated Services

Proposals are due and will be opened on **JULY 14, 2023, at 3:00 pm local time.** Call 866-839-8477 for problems with website or questions.

Electronic tear sheets and affidavits are required for ALL TIPS Bid Ads.

Please email proofs, tear sheet copies, affidavit, and invoice to Shelley Black at shelley.black@tips-usa.com as advised by TIPS General Counsel.

Thank you,



Shelley Black
Contracts Support

Purchasing Cooperative | Region 8 Education Service Center
4845 US Hwy 271 North | Pittsburg, TX 75686
Ph: 866-839-8477 | Direct: 903-575-2732
www.tips-usa.com | shelley.black@tips-usa.com

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ing. The Engineer's Estimate is between \$2,000,000.00 and \$2,500,000.00.

Interested parties may obtain the documents at www.ci.lebanon.or.us under the Doing Business Bids, RFPs and RFOS. Select the project and follow the link to QuestCDN, to view, download and purchase bid documents. Please call 541-258-4923 for any questions regarding the bid process.

The general specifications applicable to this job are the 2021 Oregon Standard Specifications for Construction, published jointly by the American Public Works Association (Oregon Chapter) and the Oregon Department of Transportation. These specifications are supplemented by City Supplemental Standard Specifications and project Special Provisions.

No proposal will be considered unless it contains a statement that the Bidder will comply with the provisions required by ORS 279C.840, that workers of public works be paid not less than prevailing rate of wage on contracts of \$50,000.00 or more. Each bid shall contain a statement verifying that the Bidder is a resident bidder as defined in ORS 279A.120. The Contractor or subcontractor must be registered with the Construction Contractors Board as required by ORS Chapter 701. Bidders shall comply with all requirements set forth in Chapter 279A, B, C and other applicable sections of the Oregon Revised Statutes. Bidders are required to disclose proposed first-tier subcontractors. The City of Lebanon encourages the subcontractor disclosure form to be submitted with the bid documents but will accept this list no later than **11:00 a.m., June 29, 2023** (two hours after bid opening).

All proposals shall be submitted on the prescribed form and in the manner as indicated in the specifications and shall be accompanied by a certified or cashier's check or bid bond in the amount of ten (10) percent of the total amount of the proposal. The bid bond shall be issued by a surety authorized and licensed to issue such bonds in the State of Oregon, conditioned that the successful Bidder will pay the City of Lebanon, as liquidated damages, the amount specified in the bond, unless the Bidder enters into a contract with the Bidder's proposal and furnishes an insurance certificate and a performance bond with surety satisfactory to the City of Lebanon in an amount equal to 100 percent of the contract price within ten days of the date of notification to successful Bidder. If the Bidder fails to enter into the contract and furnish the performance bond within the above-specified time, the check (or bid bond) and the amount thereof shall be forfeited to the City of Lebanon. The City of Lebanon reserves the right to award the contract to the firm submitting the most qualified proposal, to postpone the acceptance of the proposal and the award of contract for a period not to exceed 30 days, or to reject any and all proposals received.

Published Jun. 2, 2023. 2509135

ROSEBURG URBAN SANITARY AUTHORITY DEER CREEK TRUNK REHABILITATION PROJECT INVITATION TO BID

TO ALL PLAN HOLDERS: ADDENDUM NO. 1

Addendum No. 1 to the plans, specifications, and/or bid documents for the Deer Creek Trunk Rehabilitation Project is a part of the Contract Documents and as such, supersedes anything within the Contract Documents with which it may conflict.

A. The following change(s) has been made to the Invitation to Bid:

At the end of the second paragraph, replace the sentence "All work on this project shall be completed on or before October 31st, 2023," with the following:

"The portion of the work involving the mainline UV-PP lining of the Deer Creek Trunk shall be completed on or before November 17, 2023. Final completion of the work including work on laterals and manholes shall be completed on or before February 29, 2024. The Contractor shall take on any risk of wet weather bypassing."

All references throughout the Contract Documents to the project completion shall be changed to the above revised dates.

All proposers are required to provide evidence of the receipt of and acceptance of this Addendum No. 1 with their proposal. Signing in the space provided below and submitting the signed Addendum with the proposal satisfies this requirement.

If your proposal has been sent prior to the receipt of this Addendum and after reviewing the Addendum you still want to propose, place the signed Addendum or other written evidence of acceptance of the proposal changes into a sealed envelope. Mark the sealed envelope with "PROPOSAL MODIFICATIONS" and the "PROPOSAL NAME." The envelope must be delivered to the same office as the original proposal prior to the proposal closing time.

Published Jun. 2, 2023. 2509126

SALEM-KEIZER SCHOOL DISTRICT DISTRICT SCHOOL KITCHEN UPGRADE DESIGN SERVICES Bids Due 2:00 pm, July 7, 2023 ADVERTISEMENT FOR BID

Sealed proposals will be received by Salem-Keizer School District, via the online e-procurement system, until July 7, 2023, at 2:00 PM Pacific, for District School Kitchen Upgrade Design Services, SKSD RFP #478.

This project will be subject to ORS 279C.800-870.

There is no pre-proposal conference. The District is using an online sourcing system. Proposers wishing to submit an Offer must register on this system. The URL is <https://skbid.ionwave.net>. Instructions for registration, technical assistance, and training on using the system are available by appointment. Contact Procurement & Contracting Services at 503-399-3086 for assistance.

By order of: Salem-Keizer School District 24-J By: Jacob Clotfelter, Procurement Manager Published Jun. 2, 2023. 2509460

CLEAN WATER SERVICES DURHAM WRRF TRAIN 5 EXPANSION LANDSCAPE PHASE 2 Bids Due 2:00 pm, June 28, 2023 ADVERTISEMENT FOR BIDS

Sealed Bids for construction of the Durham WRRF Train 5 Expansion Landscape Phase 2 Project No. 7036.6757 (Project) will be accepted by Michelle Mann, Program Support Specialist electronically via Bid Locker at https://bidlocker.us/details/3543/1lb_Durham_Awrrf_Train_5_Expansion_Landscape_Phase_2_Project_No_70366757, until 2:00 p.m., local time, on June 28, 2023. Any Bids received after the specified time will not be considered. Before Bidders can submit their Bids, they will need to register with Bid Locker at <https://bidlocker.us/Home/bidlocker-us>. There is no cost to register. First-Tier Subcontractor Disclosure Forms must be electronically submitted to Bid Locker at or before 4:00 p.m. local time on the same day (Deadline). If Bidder fails to submit a disclosure form with the information required by the stated Deadline, the Bid will be deemed nonresponsive and will not be considered. Clean Water Services (Owner) will not accept Bids by facsimile or email.

Bids will be publicly opened and read aloud by telephone conference at 2:00 p.m. local time on June 28, 2023. Bidders can attend the opening by calling the telephone conference number 503.681.4499.

Contractor will complete the work as specified or indicated in Owner's Contract Documents for the Project. The Project consists of work that is generally described as follows (collectively, Work): Contractor to provide the labor and materials to complete site clearing and grubbing and grading; installation of erosion control, compost, bark/mulch, river rock, pavers and plant materials; design and installation of a recycled water irrigation system.

The Work Site is located at Durham Water Resource Recovery Facility, 16580 SW 85th Avenue, Tigard, Oregon 97224 (Site).

The Work is a public works project subject to ORS 279C.800 to 279C.870.

The estimated construction cost of the Work is \$500,000.

The Bidding Documents are entitled "Durham WRRF Train 5 Expansion Landscape Phase 2 Project No. 7036.6757."

Bidding Documents and Bid Results can be downloaded from the Owner's Website at <https://dynamic.cleantwater-services.org/Bids> (Website) under the Project name by completing the section to request the document package on Owner's Website. Prospective Bidder's information will be accumulated for a Bid Holders list, which is available on the Website and the Prospective Bidder's email will be used to send automatic notifications when Owner posts a new document or changes information related to this solicitation. Prospective Bidders are responsible for obtaining any Addenda from either Owner's Website under the Project name or by using the links provided in automatic emails that come from the Owner. If problems are experienced downloading the Bidding Documents, please contact Michelle Mann at mamm@cleantwaterservices.org.

Each Bid must be submitted on the prescribed Bid Form and accompanied by Bid security as prescribed in the Instructions to Bidders. Bidders must deliver the original of the Bid security to Michelle Mann at Rock Creek Water Resource Recovery Facility, 3235 SE River Road, Hillsboro, Oregon 97123 within five business days after the Deadline or Owner may declare the Bid nonresponsive.

The Successful Bidder will be required to furnish the additional bond(s) and insurance prescribed in the Bidding Documents.

Prior to submission of its Bid, Bidder shall be registered with the Oregon Construction Contractors Board. The Work does not involve asbestos, so the requirements of ORS 468A.700 through 468A.760 shall not apply.

Bidders must be qualified in accordance with the applicable parts of ORS 279C in order to submit a Bid for public work in Oregon.

For questions regarding administrative issues, contact Owner: Michelle Mann, mamm@cleantwaterservices.org.

For questions regarding technical issues, contact the Engineer: Dennis Kramer, 503 547-8086, kramer@cleantwaterservices.org.

Prospective Bidders are encouraged to attend a prebid conference and Site visit that will begin at 10:00 a.m. local time on June 8, 2023 and last approximately one hour. Representatives of Owner and Engineer will be present to discuss the Project.

Owner reserves its right to reject all Bids or any Bid not conforming to the intent and purpose of the Bidding Documents.

Dated this 2nd day of June, 2023. **By Clean Water Services** Published Jun. 2, 2023. 2509455

GOODS AND SERVICES

C-TRAN INFORMATION TECHNOLOGY PANEL GLASS STRUCTURE INSTALLATION Bids Due 3:00 pm, July 7, 2023 INVITATION TO BID 2023-28

Clark County Public Transportation Benefit Area (dba C-TRAN) has issued an Invitation to Bid (ITB) for Information Technology Panel Glass Structure Installation. This ITB may be found at <https://www.c-tran.com/about-c-tran/business/procurement/bid-and-proposal-opportunities>. Bids will be accepted until 3:00pm on Friday, July 7, 2023. Published Jun. 2 & 9, 2023. 2509072

PORTLAND COMMUNITY COLLEGE 2022 CAMERA ENHANCEMENTS PROJECT NOTICE OF INTENT TO ENTER INTO A CONTRACT THROUGH A PERMISSIVE COOPERATIVE PROCUREMENT PURSUANT TO OAR 137-046-0440 AND ORS 279A.215.

Portland Community College (PCC) intends to purchase hardware and software for district wide 2022 camera enhancements project.

The purchase will be made from the Oregon IT HVAR #5603 Cooperative Contract through CDW Government. The estimated amount of the procurement is \$1,253,515.12.

The deadline for submission of comments regarding this notice of intent to establish a contract through a Permissive Cooperative Procurement is 2:00PM (Pacific) June 9, 2023. All Comments shall be submitted to: john.maclea1@pcc.edu prior to the deadline.

This Public Notice is Dated: June 2, 2023

Juanita Lognon, Buyer Contract Specialist Portland Community College Planning and Capital Construction Published Jun. 2, 2023. 2509465

COOS BAY SCHOOL DISTRICT AUDITING SERVICES

Proposals Due 2:00 pm, July 6, 2023 REQUEST FOR PROPOSALS

Coos Bay School District is seeking a qualified independent certified public accounting firm to perform its annual financial audit (CAFR) for the years ending June 30, 2024, 2025, 2026, 2027 and 2028. Sealed proposals will be accepted through 2:00 P.M. July 6, 2023.

Proposal specifications may be obtained from:

Candace McGowne, Finance Director Coos Bay School District 1255 Hemlock Ave, Coos Bay, OR 97420 candacem@coos-bay.k12.or.us (541) 267-1317

Published Jun. 2, 2023. 2509454

COOS BAY SCHOOL DISTRICT 9 LEGAL SERVICES

Proposal Closing: 12:00 PM, Friday, June 30, 2023

REQUEST FOR PROPOSALS

Submit Proposal Response in a sealed envelope

on or before the proposal closing date and time stated above to:

Coos Bay School District District Office Attn: Candace McGowne 1255 Hemlock Ave Coos Bay, OR 97420

Notice is hereby given that proposals for "Legal Services" will be received on Friday, June 30, 2023 until the deadline for proposal submission, 12:00 p.m. by Candace McGowne for Coos Bay School District 9. The Proposals will be opened publicly following the deadline for submission of proposals. Late Proposals will not be considered.

Briefly, this contract will provide "Legal Services." The District reserves the right to award to multiple firms based on their specific strength(s) within particular areas of law (i.e. Special Education,

Public Works Contracting, etc.). Awarded contract(s) will be renewable on an annual basis. However, total contract length shall in no case exceed five (5) years. Interested parties shall submit two (2) copies of their proposal documents in a sealed envelope mailed or delivered to the attention of:

Proposals will be accepted at: Coos Bay School District District Office 1255 Hemlock Ave Coos Bay, OR 97420 Up until, and no later than: PROPOSAL CLOSING: 12:00 PM

Friday June 30, 2023

Envelopes must be clearly marked "Proposal Response: Legal Services - Submittal Deadline June 30, 2023, 12:00 p.m.". Faxed proposals will be considered non-responsive and will not be accepted.

All proposers are required to comply with the provisions of Oregon revised Statutes. Attention is directed to: ORS 244, Government Ethics; ORS 279 Divisions A through C, Public Contracts & Purchasing; and Oregon Administrative Rules 137 Divisions 46 through 49.

Each Proposal shall contain a statement indicating whether the Bidder is a "resident bidder", as defined in ORS 279A.010 and ORS 279A.120.

RFP PACKETS

Request for Proposal packets outlining submittal details, may be obtained from the Coos Bay School District, District Office, 1255 Hemlock Ave, Coos Bay, Oregon, 97420. Packets may be requested by phone (541-267-1317), or by e-mail at candacem@coos-bay.k12.or.us. All communications regarding the RFP process shall be directed to Candace McGowne at 541-267-1317.

REVIEW AND EVALUATION PROCESS

RFPs will be subjected to a committee review and evaluation process based on criteria outlined in the RFP packet. The District reserves the right to: (1) reject any or all Proposals not in compliance with all public bidding procedures and requirements, (2) postpone award of the Contract for a period not to exceed sixty (60) days from the date of proposal opening, (3) waive informalities in the Proposals, and (4) select the Proposal which appears to be in the best interest of the District.

Dated this 31st day of May, 2023

Published Jun. 2, 2023. 2509451

EUGENE SCHOOL DISTRICT 4J MULTISITE VENTILATION UPGRADES Bids Due 2:00 pm, June 15, 2023 INVITATION TO BID

Electronic bids will be received by Diana McElhinney, Facilities Management Assistant, for the Multisite Ventilation Upgrades on 6/15/23 until the Deadline for Bid Submission at 2:00 p.m. local time. Email electronic Bid to: CIP@4j.lane.edu. There will not be a public opening, however Bid results will be posted on the 4j hyperlink listed below, following the deadline for submission of bids. Late Bids will not be considered. Bidders are encouraged to send a test email to the email address above to ensure they have it correct and that we receive it accordingly. For purposes of receipt time, the sent timestamp from the bidder's email account will be used and an email receipt confirmation will be sent to submitter.

Briefly, the work is described as installation of multiple exhaust fans in several classrooms at multiple school sites. Beginning 6/1/23 Prime Bidders, Sub-bidders and Suppliers may obtain bidding documents at the following hyperlink: <http://www.4j.lane.edu/bids/>. Hard copies are not provided by the School District. It is the responsibility of all Prime Bidders, Sub-bidders, and Suppliers to obtain Bidding Documents and all Addenda from the hyperlink. It is important that all bidders correctly indicate all addenda on the bid form.

A mandatory pre-bid conference and walk-through has been scheduled for 6/6/23 at 4:00 p.m. The location of the conference will be in front of Kelly Middle School at 850 Howard Ave, Eugene, OR 97404. Statements made by the District's representatives at the conference are not binding upon the District unless confirmed by Written Addendum. Pre-qualification of bidders is not required.

Each Bid must be submitted on the prescribed form and accompanied by an electronic copy of a Surety Bond, Cashier's Check, or Certified Check, executed in favor of Eugene School District 4J, in the amount not less than ten percent (10%) of the total bid, based upon the total bid amount for those items bid upon. Bidders are required to mail by USPS the original Surety Bonds, Cashier's Check or Certified Check and post marked within 3 hours after Bid Due Date 6/15/23 @ 2:00 p.m. Mail to Facilities Management, Attention CIP, 715 West 4th Avenue, Eugene, Oregon 97402.

Either with the Bid or within two working hours of the Deadline for Submission of Bids, bidders shall electronically submit, on the form provided, information regarding first-tier subcontractors furnishing labor or labor and materials, as provided in ORS 279C.370. Bids for which disclosure

forms are required, but not submitted, will be rejected.

No bid for a construction contract will be received or considered unless the Bidder is registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board at the time the Bid is made, as required by OAR 137-049-0230. [A license to work with asbestos-containing materials under ORS 468A.720 is not required for this project.]

For every bid \$100,000 or greater, all Contractors and Subcontractors shall have a public works bond, in the amount of \$30,000, filed with the Construction Contractors' Board (CCB), before starting work on the project, unless exempt. A copy of the Contractors' BOLL Public Works Bond shall be provided with the executed contract documents.

Each Bid shall contain a statement indicating whether the Bidder is a "resident bidder", as defined in ORS 279A.120.

Each Bid shall contain a statement that the "Contractor agrees to be bound by and will comply with the provisions of ORS 279C.800 through 279C.870 regarding payment of Prevailing Wages."

Contractor shall certify nondiscrimination in obtaining required subcontractors, in accordance with ORS 279A.110(4).

School District 4J reserves the right to (1) reject any or all Bids not in compliance with all public bidding procedures and requirements, (2) postpone award of the Contract for a period not to exceed sixty (60) days from the date of bid opening, (3) waive informalities in the Bids, (4) select the Bid which appears to be in the best interest of the District, or (5) reject any or all bids.

Date: 6/1/23 By: Diana McElhinney, Facilities Management Assistant Published Jun. 2, 2023. 2509458

REGION 4 EDUCATION SERVICE CENTER OCCUPATIONAL SAFETY & HEALTH COMPLIANCE Proposals Due 2:00 pm, July 19, 2023 REQUEST FOR PROPOSALS

Region 4 Education Service Center is requesting proposals from qualified and experienced firms to provide Occupational Safety & Health Compliance (RFP No. 23-05). In order to be considered, the Offeror must complete and submit a proposal to Region 4 Education Service Center in accordance with the solicitation documentation available at <https://www.escc4.net/services/purchasing/region-4-omnia-solicitations> or from the Procurement Services office.

VIRTUAL ONLY NON-MANDATORY PRE-PROPOSAL CONFERENCE: Thursday June 22, 2023, local time. To attend the conference, notify Crystal Wallace, Business Operations Specialist, at cwallace@escc4.net by end of day on June 21, 2023.

PROPOSAL DUE DATE: July 19, 2023, BEFORE 2:00 PM LOCAL TIME. Contact Crystal Wallace, Business

Operations Specialist, (713) 744-8189 or cwallace@escc4.net Published Jun. 2, 2023. 2508539

THE INTERLOCAL PURCHASING SYSTEM PROCUREMENT SOLICITATIONS REQUEST FOR PROPOSALS

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

- 230601 Consulting and Other Related Services
 - 230602 Pavement and Other Related Services (2 Part with JOC)
 - 230603 Pathogen Removal and Remediation Supplies and Services (Includes all PPE, Sanitizers, Pathogen Barriers, and Disinfectants)
 - 230604 Vehicle Parts, Supplies, Equipment, and Affiliated Services
- Proposals are due and will be opened on JULY 14, 2023, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

Published: Jun 2 & 9, 2023 2508544

END OF FIRST TIME PUBLISHED CONSTRUCTION

BULL RUN CONVEYANCE PARTNERS BULL RUN PIPELINE PROJECT

Proposals due June 29, 2023 REQUEST FOR PROPOSAL

This Document is a legal notice informing all Applicants of MWH and James W. Fowler, A Construction Joint Venture (hereafter referred to as Bull Run Conveyance Partners) intent to solicit a Request For Proposal on the Bid Packages listed in this advertisement for the Bull Run Pipeline Project.

The Bull Run Treatment Program will provide safer drinking water to nearly 1 million residents in Multnomah, Clackamas, and Washington Counties. The City of Portland will construct a new filtration

**PORT OF ASTORIA
ENGINEERING AND DESIGN WORK
FOR THE REHABILITATION
OF PIER 2 WEST**

Proposals Due 5:00 pm,
June 30, 2023
REQUEST FOR PROPOSALS
Beginning on June 1, 2023, the Port of Astoria will be seeking Proposals for the engineering and design work for the rehabilitation of Pier 2 West. Solicitation Documents may be accessed and downloaded from the Port's website here: www.portofastoria.com/Public_Notice.aspx. Prequalification is not necessary. The Proposal submission deadline is 5:00 pm on June 30, 2023; Proposals will be opened that afternoon. Sealed Proposals may be mailed or physically delivered to Matt McGrath or Stacy Bandy at the Port of Astoria office: 422 Gateway Ave., Suite 100, Astoria, OR, 97103. Electronic-only Proposals will not be accepted.
Published Jun. 5, 7, 9 & 12, 2023.
2509735

GOODS AND SERVICES

**C-TRAN
INFORMATION TECHNOLOGY PANEL
GLASS STRUCTURE INSTALLATION**
Bids Due 3:00 pm, July 7, 2023
**INVITATION TO BID
2023-28**
Clark County Public Transportation Benefit Area (dba C-TRAN) has issued an Invitation to Bid (ITB) for Information Technology Panel Glass Structure Installation. This ITB may be found at <https://www.c-tran.com/about-c-tran/business/procurement/bid-and-proposal-opportunities>. Bids will be accepted until 3:00pm on Friday, July 7, 2023.
Published Jun. 2 & 9, 2023.
2509072

**THE INTERLOCAL
PURCHASING SYSTEM
PROCUREMENT SOLICITATIONS
REQUEST FOR PROPOSALS**

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:
230601 Consulting and Other Related Services
230602 Pavement and Other Related Services (2 Part with JOC)
230603 Pathogen Removal and Remediation Supplies and Services (Includes all PPE, Sanitizers, Pathogen Barriers, and Disinfectants)
230604 Vehicle Parts, Supplies, Equipment, and Affiliated Services
Proposals are due and will be opened on **JULY 14, 2023**, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.
Published: Jun 2 & 9, 2023
2508544

**TILLAMOOK PEOPLE'S
UTILITY DISTRICT
FACILITIES MASTER PLAN**

Proposals due 3:00 PM June 15, 2023
REQUEST FOR PROPOSAL
Tillamook People's Utility District (TPUD) is issuing a Request for Proposals (RFP) to engage the services of a qualified firm to develop a comprehensive Facilities Master Plan.
Information concerning this RFP may be obtained on the website at <https://www.tpud.org/rfp> or by contacting John Luquette at johnl@tpud.org.
Proposals and supporting documents must be submitted via the website at <https://www.tpud.org/rfp> no later than 3:00PM, Pacific Time, June 15, 2023. Proposals received after this time will not be accepted and will be discarded.
Firm selection will be determined by the respondents' experience and services provided. Tillamook PUD reserves the right to accept or reject any or all bids, to waive minor irregularities or informalities, and has the right, in its sole discretion, to accept any proposals deemed to be in the best interest of the public.
Published May 15, 17, 19, 22, 24, 26, 29, 31; Jun. 2, 5, 7 & 9, 2023.
2503347

Public Notices

ATTENTION LEGAL ADVERTISERS – CHECK YOUR ADS!!!
Notify the Legal Advertising Department of errors immediately.
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FAX: 503-222-5358 E-mail: mroppel@djcoregon.com
Deadline: **9:30 A.M.** the business day prior to publication.

FIRST TIME PUBLISHED

PROBATE

**IN THE CIRCUIT COURT OF
THE STATE OF OREGON FOR
THE COUNTY OF
MULTNOMAH**

[PROBATE DEPARTMENT]
Case No. 23PB05074
NOTICE TO INTERESTED PERSONS
In the Matter of the Estate of: CELESTE LENORE DAVIS, deceased.
Date of Death: April 5, 2023.
NOTICE IS HEREBY GIVEN that the undersigned has been appointed personal representative. All persons having claims against the estate are required to present them, with vouchers attached, to the undersigned personal representative at Southwest Portland Law Group, LLC, 8455 SW Beaverton Hillsdale Hwy, Portland, Oregon 97225 within four (4) months after the date of first publication of this notice, or the claims will be barred. All persons whose rights may be affected by the proceedings may obtain additional information from the records of the Court, the personal representative, or Southwest Portland Law Group, LLC, the lawyers for the personal representative.
DATED AND FIRST PUBLISHED ON Jun. 9, 2023.

MARIAH BLODGETT
Personal Representative
PERSONAL REPRESENTATIVE:
Mariah Blodgett
12431 N. Copper Queen Way
Oro Valley, Arizona 85755
Tel: 503.998.6269
mariah.blodgett@gmail.com
ATTORNEY FOR PERSONAL REPRESENTATIVE:
Mark D. Ropp, OSB No. 124386
Southwest Portland Law Group, LLC
8455 SW Beaverton Hillsdale Hwy
Portland, Oregon 97225
Tel: 503.206.6401 | Fax: 503.214.8962
mark@swpdxlaw.com
2511434

**IN THE CIRCUIT COURT OF
THE STATE OF OREGON FOR
THE COUNTY OF
MULTNOMAH**

[PROBATE DEPARTMENT]
Case No. 23PB05095
NOTICE TO INTERESTED PERSONS
In the Matter of the Estate of: SANDRA ELAINE WORLAND deceased.
Date of Death: April 23, 2023.
NOTICE IS HEREBY GIVEN that the undersigned has been appointed personal representative. All persons having claims against the estate are required to present them, with vouchers attached, to the undersigned personal representative at Southwest Portland Law Group, LLC, 8455 SW Beaverton Hillsdale Hwy, Portland, Oregon 97225 within four (4) months after the date of first publication of this notice, or the claims will be barred. All persons whose rights may be affected by the proceedings may obtain additional information from the records of the Court, the personal representative, or Southwest Portland Law Group, LLC, the lawyers for the personal representative.
DATED AND FIRST PUBLISHED ON Jun. 9, 2023.

/s/ SHARON DUNLOP
Personal Representative
PERSONAL REPRESENTATIVE:
Sharon Dunlop
19258 SW Boucher Place
2511421

Beaverton, Oregon 97006
Tel: 541.720.8260
sharon_dunlop@outlook.com
ATTORNEY FOR PERSONAL REPRESENTATIVE:
Whitney L. Morrissey, OSB No. 153886
Southwest Portland Law Group, LLC
8455 SW Beaverton Hillsdale Hwy
Portland, Oregon 97225
Tel: 503.206.6401 | Fax: 503.214.8962
whitney@wpdxlaw.com
2511446

**IN THE CIRCUIT COURT OF
THE STATE OF OREGON FOR
THE COUNTY OF
MULTNOMAH**

[PROBATE DEPARTMENT]
Case No. 23PB02385
NOTICE TO INTERESTED PERSONS
In the Matter of the Estate of Harry W. Seabold, Deceased.
NOTICE IS HEREBY GIVEN that Hailey R. Owens has been appointed as the personal representative of the above estate. All persons having claims against the estate are required to present them to the undersigned personal representative in care of the undersigned attorney at: 888 SW Fifth Avenue, Suite 1600, Portland, OR 97204, within four months after the date of first publication of this notice, as stated below, or such claims may be barred.
All persons whose rights may be affected by the proceedings in this estate may obtain additional information from the records of the Court, the personal representative or the attorney for the personal representative.
DATED AND FIRST PUBLISHED Jun. 9, 2023.

Chinara Gomes
Personal Representative
OSB# 051370
PDX LAW GROUP, PC
Attorney for Personal Representative
200 Market St., Suite 1900
Portland, OR 97201
2511424

**IN THE CIRCUIT COURT OF
THE STATE OF OREGON FOR
THE COUNTY OF
MULTNOMAH**

[PROBATE DEPARTMENT]
Case No. 23PB04025
NOTICE TO INTERESTED PERSONS
In the Matter of the Estate of Claude M. Carlson, Deceased.
NOTICE IS HEREBY GIVEN that Carl Carlson has been appointed as the personal representative of the above estate. All persons having claims against the estate are required to present them to the undersigned personal representative in care of the undersigned attorney at: 200 SW Market, Suite 1900, Portland, OR 97201, within four months after the date of first publication of this notice, as stated below, or such claims may be barred. All persons whose rights may be affected by the proceedings in this estate may obtain additional information from the records of the Court, the personal representative or the attorney for the personal representative.
DATED AND FIRST PUBLISHED Jun. 9, 2023.

Eric Young, OSB# 733342
Young McRostie Todd LLP
Attorney for Personal Representative
P. O. Box 594
Gresham, OR 97030
2511427

**IN THE CIRCUIT COURT OF
THE STATE OF OREGON FOR
THE COUNTY OF
MULTNOMAH**

[PROBATE DEPARTMENT]
Case No. 23PB04082
NOTICE TO INTERESTED PERSONS
In the Matter of the Estate of Adam A. Gomes, Deceased.
Notice is hereby given that Chinara Gomes has been appointed as the personal representative of the above estate. All persons having claims against the estate are required to present them to the undersigned personal representative in care of the undersigned attorney at: 200 Market St., Suite 1900, Portland, OR 97201, within four months after the date of first publication of this notice, as stated below, or such claims may be barred. All persons whose rights may be affected by the proceedings in this estate may obtain additional information from the records of the Court, the personal representative or the attorney for the personal representative.
DATED AND FIRST PUBLISHED Jun. 9, 2023.

Chinara Gomes
Personal Representative
OSB# 051370
PDX LAW GROUP, PC
Attorney for Personal Representative
200 Market St., Suite 1900
Portland, OR 97201
2511424

**IN THE CIRCUIT COURT OF
THE STATE OF OREGON FOR
THE COUNTY OF
MULTNOMAH**

[PROBATE DEPARTMENT]
Case No. 23PB05138
NOTICE TO INTERESTED PERSONS
In the Matter of the Estate of Rosemary M. Kindall, Deceased.
NOTICE IS HEREBY GIVEN that Michael S. Kindall has been appointed as the personal representative of the above estate. All persons having claims against the estate are required to present them to the undersigned personal representative in care of the undersigned attorney at: P.O. Box 594, Gresham, OR 97030, within four months after the date of first publication of this notice, as stated below, or such claims may be barred. All persons whose rights may be affected by the proceedings in this estate may obtain additional information from the records of the Court, the personal representative or the attorney for the personal representative.
DATED AND FIRST PUBLISHED Jun. 9, 2023.

Michael S. Kindall
Personal Representative
OSB# 733342
Eric Young, OSB# 733342
Young McRostie Todd LLP
Attorney for Personal Representative
P. O. Box 594
Gresham, OR 97030
2511427

**IN THE MATTER OF THE
ESTATE OF
ROSEMARY LEE DAILEY**

NOTICE TO INTERESTED PERSONS
In Case No. 23PB04863, the Circuit Court of the State of Oregon for the County of Multnomah has appointed Kathryn Dailey-Deaton as Personal Representative of the Estate of Rosemary Lee Dailey, deceased. All persons having claims against the Estate are required to present them, with vouchers attached to the personal representative c/o McGoodman Law LLC at 224 S. Hamilton St., Ste. 204, Portland, OR 97239, within four months after the date of first publication of this Notice, or the claims may be barred. All persons whose rights may be affected by the proceedings may obtain additional information from the records of the Court, Personal Representative: Kathryn Dailey-Deaton, 4064 N. Colonial Ave., Portland OR 97227, or attorney for Personal Representative: Marisol Cordeiro-Goodman, OSB #055147, McGoodman Law LLC, 224 S. Hamilton St., Suite 204, Portland, OR 97239; 503.610.0624.
Published Jun. 9, 16 & 23, 2023.
2511532

**HEARINGS AND
MINUTES**

**PROSPER PORTLAND
NOTICE OF BUDGET HEARING**

Public Meeting Date: Wednesday, June 21, 2023
Public Meeting Time: 3:00 p.m.
Location: (<https://www.youtube.com/pdxdevelopmentcomm/>) Commission Room; 220 NW Second Avenue, Portland OR 97209
A public hearing will be held by the Tax Supervising and Conservation Commission on the budget approved by the Budget Committee for Prosper Portland, Multnomah County, State of Oregon for the fiscal year July 1, 2023 to June 30, 2024 at 3:00 pm where testimony will be taken on the Proposed Budget. The meeting will be available to the public on Prosper Portland's YouTube site: <https://www.youtube.com/pdxdevelopmentcomm> and in person at 220 NW Second Avenue, Portland, OR. You may submit written testimony on the Proposed Budget or request to testify during the hearing by emailing ProsperCommissioners@ProsperPortland.us. The purpose of the hearing is to discuss the budget with interested persons. A copy of approved budget is available at <https://prosperportland.us/about-us/our-budget>.
The Board will formally adopt the fiscal year 2023-24 budget on June 21, 2023. The Approved Budget for fiscal year 2023-24 is \$216,938,811 (\$466,969,355 including Transfers and Contingency). Persons with disabilities needing special arrangements may call (503) 823-3200 or TDD (503) 823-6868 at least 48 hours in advance for assistance.
Published Jun. 9, 2023. 2511441



Metro Supportive Housing Services Tri-County Planning Body meeting
4:00 p.m. - 6:00 p.m., Wednesday, June 14th, 2023
The June 14th Supportive Housing Services Tri-County Planning Body meeting will take place at the Metro Regional Center, Council Chambers. This will also be held virtually on Zoom at <https://us02web.zoom.us/j/82956538004>. Webinar ID: 829 5653 8004, password is 473192. Livestream: <https://www.youtube.com/c/OregonMetro>.
Join by phone by calling 888-475-4499 (Toll Free)
Published Jun. 9, 2023. 2511459

**END OF FIRST TIME
PUBLISHED**

PROBATE

**ESTATE OF
WILLIAM GLEN SMITH
NOTICE TO INTERESTED PERSONS
(No. 23PB02287)**

In the Circuit Court of the State of Oregon for the County of Multnomah, Probate Department.
In the Matter of the Estate of **William Glen Smith, Deceased.**
Notice is hereby given that Teresa Barthelemy has been appointed as the personal representative of the above estate. All persons having claims against the estate are required to present them to the undersigned personal representative in care of the undersigned attorney at: 725 Portland Ave., Gladstone, OR 97027-2148, within four months after the date of first publication of this notice, as stated below, or such claims may be barred. All persons whose rights may be affected by the proceedings in this estate may

Public notices, like those published in the DJC newspaper and online at www.djcoregon.com, are a critical source of information for citizens. They make our governing bodies more transparent, and they enable citizens to learn about a variety of court-related actions, government activities and private sector business.

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(<https://www.comptroller.texas.gov/>)

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0 items

Electronic State Business Daily Search

Sign in is NOT required.

For instructions on submitting bid responses, please review the posting entity's solicitation and attached bid documents.

Consulting and Other Related Services

Solicitation ID: 230601

Status: Posted

Contact Name: TIPS

Contact Number: 866-839-8477

Contact Email: bids@tips-usa.com

Response Due Time: 3:00 PM

Agency/Texas SmartBuy Member Number: E2250

Days Solicited: 21+ Days for Solicitation Notice

Solicitation Posting Date: 6/1/2023

Response Due Date: 7/14/2023

Last Modified: 6/1/2023 10:46 am

Solicitation Description:

This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

Class/Item Code(s): 91800-Consulting Services

Attachments

#	Name	Description
1	ESBD_File_326645_TXSMART BUY LINK.docx	This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm



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- [Link Policy \(https://comptroller.texas.gov/about/policies/links.php\)](https://comptroller.texas.gov/about/policies/links.php)
- [Texas.gov \(https://texas.gov\)](https://texas.gov)
- [Search from the Texas State Library \(https://www.tsl.texas.gov/trail/index.html\)](https://www.tsl.texas.gov/trail/index.html)
- [Texas Homeland Security \(https://www.dhs.gov/geography/texas\)](https://www.dhs.gov/geography/texas)

- Texas Veterans Portal (<https://veterans.portal.texas.gov/>)
- Public Information Act (<https://comptroller.texas.gov/about/policies/public-information-act.php>)
- Texas Secretary of State (<https://www.sos.state.tx.us/>)
- HB855 Browser Statement

OTHER STATE SITES

- [texas.gov](https://www.texas.gov/) (<https://www.texas.gov/>)
- Texas Records and Information Locator (TRAIL) (<https://www.tsl.state.tx.us/trail/>)
- State Link Policy
(<http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/State%20Website%20Linking%20and%20Privacy%20Policy.pdf>)
- Texas Veterans Portal (<https://veterans.portal.texas.gov/>)



Texas Comptroller of Public Accounts
Glenn Hegar

Kristie Collins Account ▾

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Solicitation Notice

[Print](#)

Status: New

Contact Name: TIPS

Contact Number: 866-839-8477

Contact Email: bids@tips-usa.com

Solicitation ID: 230602

Solicitation Title: Pavement and Other Related Services (2 Part with JOC)

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 6/1/2023

Response Due Date: 7/14/2023

Response Due Time: 3:00 PM

Solicitation Description:

This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

Class/Item Code: 91430-Concrete

91457-Metal Work

91223-Construction, General (Backfill Services, Digging, Ditching, Road Grading, Rock Stabilization, Etc.)

91276-Striping Streets, Parking Facilities, Lane Divisions, Etc. (Paint)

74500-Road And Highway Building Materials (Asphaltic)

75000-Road And Highway Building Materials (Not Asphaltic)

[Upload Files](#)

[Approve Solicitation](#)

[Modify Solicitation](#)

[Internal Notes](#)

[Cancel Solicitation](#)

[Published Details](#) [Internal Notes](#)

Record Attachments

#	Name	Description
1		



Texas Comptroller of Public Accounts
Glenn Hegar

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- [Texas Veterans Portal](#)
- [Public Information Act](#)
- [Texas Secretary of State](#)
- [HB855 Browser Statement](#)

OTHER STATE SITES

- [texas.gov](#)
- [Texas Records and Information Locator \(TRAIL\)](#)
- [State Link Policy](#)
- [Texas Veterans Portal](#)



Texas Comptroller of Public Accounts
Glenn Hegar

Kristie Collins Account ▾

Bid Postings

Contracts

SPD Applications

Solicitation Notice

Print

Thank you for using the ESBD, your bid solicitation entry is now complete

Status: Posted

Contact Name: TIPS

Contact Number: 866-839-8477

Contact Email: bids@tips-usa.com

Solicitation ID: 230603

Solicitation Title: Pathogen Removal and Remediation Supplies and Services (Includes PPE, Sanitizers, Pathogen Barriers)

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 6/1/2023

Response Due Date: 7/14/2023

Response Due Time: 3:30 PM

Solicitation Description:

This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

Class/Item Code: 99079-Sanitizing And Disinfecting Services, Security, Fire, Safety And Emergency
43500-Germicides, Cleaners, And Related Sanitation Products For Health Care Personnel
43600-GERMICIDES, CLEANERS, AND RELATED SANITATION PRODUCTS FOR HEALTH CARE PERSONNEL, ENVIRONMENTALLY CERTIFIED BY AN AGENCY ACCEPTED CERTIFICATION ENTITY
19200-Cleaning Compositions, Detergents, Solvents, And Strippers - Prepackaged

[Modify Solicitation](#)

[Internal Notes](#)

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[Published Details](#) [Internal Notes](#)

Record Attachments

#	Name	Description
1	ESBD_File_326647_TXSMART BUY LINK.docx	This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm



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Solicitation Notice

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Thank you for using the ESDB, your bid solicitation entry is now complete

Status: Posted

Contact Name: TIPS

Contact Number: 866-839-8477

Contact Email: bids@tips-usa.com

Solicitation ID: 230604

Solicitation Title: Vehicle Parts, Supplies, Equipment, and Affiliated Services

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 6/1/2023

Response Due Date: 7/14/2023

Response Due Time: 3:00 PM

Solicitation Description:

This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

Class/Item Code: 92800-Equipment Maintenance And Repair Services For Automobiles, Trucks, Trailers, Transit Buses And Other Vehicles
97540-Industrial Equipment Rental Or Lease

[Modify Solicitation](#)

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Record Attachments

#	Name	Description
1	ESBD_File_326648_TXSMART BUY LINK.docx	This is a prospective use solicitation and not a solicitation for a specific

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TIPS VENDOR AGREEMENT

TIPS RFP 230601 Consulting and Other Related 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):

(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, 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.

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 230601 CONSULTING AND OTHER RELATED SERVICES

Vendor Name: Troy & Banks, Inc.

Vendor Address: 2216 Kensington Avenue

City: Buffalo State: NY Zip Code: 14226

Vendor Authorized Signatory Name: Thomas T. Ranallo

Vendor Authorized Signatory Title: President

Vendor Authorized Signatory Phone: 716-839-4402 ext. 1005

Vendor Authorized Signatory Email: tranallo@troybanks.com

Vendor Authorized Signature: Thomas T. Ranallo Digitally signed by Thomas T. Ranallo
Date: 2023.08.08 12:44:34 -04'00' Date: 08/08/2023

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 8/24/2023



230601

Troy and Banks Inc Supplier Response

Event Information

Number: 230601

Title: Consulting and Other Related Services

Type: Request for Proposal

Issue Date: 6/1/2023

Deadline: 7/14/2023 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 CURRENTLY HOLDS TIPS CONTRACT 200601 CONSULTING AND OTHER RELATED SERVICES ("200601") YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD 210602 OR 220601 CONSULTING ("210602 OR 220601") OR ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR CONSULTING OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200601.

IF YOU HOLD 210602 OR 220601 CONSULTING ("210602 OR 220601") OR ANOTHER TIPS CONTRACT OTHER THAN 210602 OR 220601 OR EXPIRING 200601 WHICH

COVERS ALL OF YOUR CONSULTING OFFERINGS AND YOU ARE SATISFIED WITH IT.
THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO
HOLD BOTH CONTRACTS.

Contact Information

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

Troy and Banks Inc Information

Contact: Thomas Ranallo, President
Address: 2216 Kensington Avenue
Buffalo, NY 14226
Phone: (716) 839-4402
Fax: (716) 839-4452
Toll Free: (800) 499-8599
Email: tranallo@troybanks.com
Web Address: www.troybanks.com

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

Thomas T. Ranallo

Signature

Submitted at 7/11/2023 12:19:50 PM (CT)

tranallo@troybanks.com

Email

Requested Attachments

Vendor Agreement

230601 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.

Pricing Form 1

230601 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.

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.

Reference Form

230601 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.

Required Confidentiality Claim Form

230601 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.

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.

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.

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.

Current Form W-9 *W-9 Troy & Banks Inc. 5.31.23.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.

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.

Pricing Form 2 *230601 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.

Vendor Logo (Supplemental Vendor Information Only) *T&B Smart Sol. logo.jpg*

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.

Vendor Agreement Signature Form *230601 Vendor Agreement.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.

Response Attachments

TIPS response.pdf

Response from Troy & Banks

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone

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?

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

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.

Founded in 1991, Troy & Banks ("T&B") is a privately held, independent energy and telecommunications consulting company with corporate offices located in Buffalo, NY. We have extensive experience working with municipalities, school districts, public authorities and businesses in the audit and analysis of utility and communications systems. An audit by Troy & Banks involves very little involvement on the part of TIPS Members after we have obtained the initial paperwork. To initiate a review, the TIPS Member will simply provide us with one copy of each bill for every utility (electric, gas, propane, water/sewer), telecommunications (data, internet, land line, cell phones), street light, solid waste, cable franchise, and municipality gross receipts tax account invoice issued to the member. Troy & Banks is capable of extracting the necessary billing detail electronically. Our auditors will review the billing histories as per the Member's State Statute of Limitations. Our auditors will implement our sophisticated and proven audit techniques on the historical billing in search of recovery and savings opportunities. Once errors are found, we will implement the necessary changes and recover overcharge refunds due. We will monitor the accounts to verify that all changes are executed and refunds or credits are issued to the TIPS member. Troy & Banks is only compensated from the amount of any refund or credit in the costs of service; we do not add to the Member's overhead. T&B Services 1. Utility (electricity, gas, propane, water and sewer) 2. Telecommunications (data, internet, land line and cell phones) 3. Outdoor lighting / street lighting 4. Solid Waste Removal 5. Gross Receipts Tax 6. Cable TV (Franchise fee underpayments) Troy & Banks will: 1. Review contracts, franchise agreements, customer service records, bills, and other relevant documentation. 2. Identify errors and file written claims with the responsible companies detailing each dispute. 3. Negotiate with the utility companies on behalf of the TIPS Member to secure the maximum amount allowable by law. Conduct follow up analysis of accounts to ensure that the identified corrections have been addressed on each account.

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.

Thomas Ranallo

7 Primary Contact Title

Primary Contact Title

President

8 Primary Contact Email

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

tranallo@troybanks.com

9 Primary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

7168394402

10 Primary Contact Fax

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

7168394452

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). <input type="text" value="No response"/>
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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. <input type="text" value="Kevin Garry"/>
--------	--

1 3	Secondary Contact Title Secondary Contact Title <input type="text" value="Director of Client Services"/>
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1 4	Secondary Contact Email Please enter a valid email address that will definitely reach the Secondary Contact. <input type="text" value="kgarry@troybanks.com"/>
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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. <input type="text" value="7165173966"/>
--------	--

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). <input type="text" value="No response"/>
--------	---

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). <input type="text" value="No response"/>
--------	--

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. <input type="text" value="Mariangely Rodriguez"/>
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1 9	Administration Fee Contact Email Please enter a valid email address that will definitely reach the Administration Fee Contact. <input type="text" value="mrodriguez@troybanks.com"/>
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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). <input type="text" value="7168394402"/>
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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. <input type="text" value="Mariangely Rodriguez"/>
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2 2	Purchase Order and Sales Contact Email Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact. <input type="text" value="mrodriguez@troybanks.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). <input type="text" value="7168394402"/>
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2 4	Company Website Company Website (Format - www.company.com) <input type="text" value="www.troybanks.com"/>
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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. <input type="text" value="No response"/>
----------------------	---

2 6	Primary Address Primary Address <input type="text" value="2216 Kensington Ave"/>
----------------------	---

2 7	Primary Address City Primary Address City <input type="text" value="Buffalo"/>
----------------------	---

2 8	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="NY"/>
----------------------	---

2 9	Primary Address Zip Primary Address Zip <input type="text" value="14226"/>
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30 Search Words Identifying Vendor

Please list all search words and phrases to be included in the TIPS database related to your entity. **Do not** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

utility audit, electricity audit, energy audit, gas audit, propane audit, water audit, sewer audit, steam audit, outdoor lighting/street lighting audit, telecommunications audit (data, internet, land line, cell phones), solid waste removal, gross receipts tax, and cable TV audit

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.

No

32 Vendor's Principal Place of Business (City)

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

Buffalo

33 Vendor's Principal Place of Business (State)

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

NY

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?

32

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?

Yes, Vendor agrees

**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.

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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.

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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.

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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.

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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

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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

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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?

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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 agrees

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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 agrees

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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?

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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

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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?

Yes, Vendor certifies

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?

Yes, Vendor certifies

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?

Yes, Vendor certifies

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Felony Conviction Notice - Texas Education Code 44.034

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

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

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

Vendor certifies one of the following:

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

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

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

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).

No response

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?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

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?

Not 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.

Yes, Vendor certifies

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**

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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**

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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**

9 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**

0 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**

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

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

Does Vendor agree?

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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?

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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.

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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?

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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?

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2 CFR Part 200 or Federal Provision - Termination

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

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

Does vendor agree?

7 **2 CFR Part 200 or Federal Provision - Clean Air Act**

8 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 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment**

9 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 0 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 1 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 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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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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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

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

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

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

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

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

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

Does Vendor Certify?

Yes, Vendor certifies

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

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

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

Does vendor certify?

Yes, Vendor certifies

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

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

Does Vendor certify?

Yes, Vendor certifies

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

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

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

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

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

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

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

Does Vendor certify?

Yes, Vendor certifies

9 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?

Yes, Vendor certifies

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?

Yes, Vendor certifies

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?

Yes, Vendor certifies

9 3	2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? <input type="text" value="Yes, Vendor certifies"/>
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9 4	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? <input type="text" value="Yes, Vendor certifies"/>
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9 5	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? <input type="text" value="Yes, Vendor certifies"/>
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9 6	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. <input type="text" value="NO"/>
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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?

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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 230601 Consulting and Other Related Services	Troy & Banks, Inc.
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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/partners/manufacturers/resellers, etc.

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 Name	Valid Contact Email	Valid Contact Phone
City of Virginia Beach VA	Lyndon Remias	lremias@vbgov.com	757-385-5872
City of New Haven CT	Michael Gormany	mgormany@newhavenct.gov	203-946-6413
Lee County FL	Ashley Mason	masona@leegov.com	239-533-7378
City of Deerfield Beach FL	Ron McKenzie	RMcKenzie@deerfield-beach.com	954-571-7577
City of Buffalo NY	Kevin Kaufman	Kkaufman@ch.ci.buffalo.ny.us	716-851-5265

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Troy & Banks, Inc.

Vendor Authorized Signatory Name: Thomas T. Ranallo

Vendor Authorized Signatory Title: President

Vendor Authorized Signatory Email: tranallo@troybanks.com

Vendor Address: 2216 Kensington Avenue

City: Buffalo State: NY Zip Code: 14226

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: _____

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: Thomas T. Ranallo Digitally signed by Thomas T. Ranallo
Date: 2023.07.11 12:24:31 -04'00'