



**Duncanville City Council
Regular Meeting Agenda**
City Council Briefing Room and City Council Chamber
Duncanville City Hall , 203 E. Wheatland Road
Duncanville, TX 75116
(972) 780-5017

Tuesday, November 4, 2025
6:00 PM - Work Session/Briefing
7:00 PM - Regular Session

or immediately following the 6:00 PM Work Session/Briefing

The Duncanville City Hall is accessible to people with disabilities. If you need assistance in participating in this meeting due to a disability as defined under the ADA, please call 972-780-5017 or email city.secretary@duncanvilletx.gov at least three (3) business days prior to the scheduled meeting to request accommodation.

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

Pursuant to Texas Government Code 551.127, one or more members of the governing body may appear via videoconference call. The presiding officer and a quorum of the City Council must be physically present at the above stated location.

The City of Duncanville reserves the right to reconvene, recess or align the Regular Session or called Executive Session or order of business at any time prior to adjournment at the direction and agreement of Mayor and Council.

This is an open meeting conducted in-person and will be broadcast by website and social media channels.

To view the live meeting or previous meetings click on the link below.
<https://duncanvilletx.new.swagit.com/views/454/>

To speak during public comments, please complete a comment card and give it to the receptionist before the regular session.

To submit a comment via email the following information is required:

- Submit a comment by 4:00 PM on Tuesday, November 4, 2025.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, November 4, 2025.
- First Name, Last Name, and Address

WORK SESSION / BRIEFING

- 1. DISCUSS AGENDA ITEMS**
- 2. CITY COUNCIL CALENDAR**
- 3. BRIEFINGS / PRESENTATIONS**
 - A. Briefing Update on Outdoor Warning Siren System
 - B. Brief Council on changing uniform and uniform accessory purchases to Galls, LLC.

- C. Briefing presentation to provide an update on the Solid Waste and Recycling Procurement Project
- D. Briefing on Armstrong Park Signage Proposal

EXECUTIVE SESSION

- A. City Council shall convene into closed session pursuant to Section 551.072, 551.087 to deliberate the purchase, exchange, lease of real properties, being located east of Santa Fe Trail, north of Daniieldale Road, west of Cockrell Hill Road, and south of Camp Wisdom Road, and to seek legal advice from City Attorney regarding such real property.
- B. City Council shall convene into closed executive session to seek legal advice from City Attorney pursuant to Section 551.071 (1) of the Texas Government Code concerning threatened litigation and pending claim in Qnet Information Services.

REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M. OR IMMEDIATELY FOLLOWING THE 6:00 PM WORK SESSION/BRIEFING)

CALL TO ORDER

INVOCATION - Pastor Jorge Guerrero with Crossroads of Life Church

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

4. REPORTS

- A. Mayor's Report
- B. Councilmembers' Report
- C. City Manager's Report

5. PROCLAMATIONS AND PRESENTATIONS

- A. Proclamation for Texas Arbor Day 2025. Arbor Day is November 7th, 2025.
- B. Economic Development Department Quarterly Report & Duncanville Community and Economic Development Corporation (DCEDC) Annual Report
- C. Nine applicants from the City of Duncanville's first quarter Arts Grant Award cycle for Fiscal Year 2026 are invited to provide a brief 2-minute presentation to the City Council.

6. CITIZENS' INPUT

In-person citizen comments will be heard during the Regular Session. In keeping with the City Council's Rules of Procedure adopted on June 4, 2024, electronic mail comments will no longer be read aloud. Paper copies will be provided to the City Council at the dais. The comments will be made a part of the public record in the minutes. "Pursuant to Section 551.007 of the Texas Gov't Code, any member of the public has the opportunity to address the City Council concerning any matter of public business or any posted agenda item; however, the Act prohibits the City Council from deliberating any issues not on the public agenda and such non-agenda issues may be referred to City staff for research and any future action; all persons addressing

are subject to council adopted rules and limitations permitted by law" At this time, two-minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council meeting. In accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions at this time. Issues may be referred to City Staff for research and possible future action.

7. CONSENT AGENDA

The following may be acted upon in one motion. A City Councilmember may request items be removed from the Consent Agenda for individual consideration.

- A. Consider the minutes for the October 21, 2025, City Council Regular Meeting.
- B. Consider a resolution to purchase Dell computers from Weaver Government Solutions, not to exceed \$130,400.
- C. Consider a resolution for the procurement of network equipment from Todo Verde in the amount of \$92,522.53.
- D. Consider a resolution for the procurement of network security equipment from Todo Verde in the amount of \$140,959.18
- E. Consider ratifying an Ordinance amending the Code of Ordinances by amending Chapter 5, "Buildings and General Building Regulations," Article II, "Building Code," Division 2, "International Building Code," by repealing Division 2, "International Building Code," in its entirety, including amendments thereto; and replacing the 2015 Edition of the International Building Code with a new Division 2, "International Building Code," to adopt the provisions of the 2021 International Energy Conservation Code (IECC) and the International Property Maintenance Code (IPMC) 2021 Edition, as the City of Duncanville International Building Code and the amendments thereto.

8. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Take any necessary action as a result of the Executive Session.
- B. Consider a Resolution acknowledging receipt of documentation and commitment from KKMD Investments, LLC pursuant to the Purchase and Sale Agreement for 730 E. IH20.

9. STAFF AND BOARD REPORTS

- A. Highway 67 Temporary Tag Enforcement
- B. Hispanic Heritage Festival - Post Event Report
- C. Parks and Recreation Quarterly Report for Aug. - Oct. 2025.

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance

with the regulations of the Texas Open Meetings Act on the bulletin board located outside the entrance to the City of Duncanville City Hall, next to the entryway doors, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanvilletx.gov and said Notice was posted **by** the following date and time: **Tuesday, October 28, 2025 , by 6:00 P.M.** and remained posted for at least two hours after said meeting was convened.

Chiquita Taylor
City Secretary

"Guns prohibited on these premises by state law unless licensed under Chapter 411, Tex. Gov. Code. Section 46.035 Texas Penal Code."

"Las armas de fuego están prohibidas en estas instalaciones por la ley estatal a menos que estén autorizadas bajo el Capítulo 411 del Código de Gobierno de Texas. Sección 46.035 del Código Penal de Texas."



STAFF REPORT

MEETING: City Council - November 4, 2025

TITLE:

Briefing Update on Outdoor Warning Siren System

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

Emphasize: Government Accountability, Customer Service, Efficiency and Process

STAFF RESPONSIBLE:

Chris Connealy

Lauren Sanchez

BACKGROUND/HISTORY:

The City of Duncanville maintains an Outdoor Warning Siren system that consists of 8 sirens located throughout the City to provide adequate sound coverage. The system has been in place since the early 1990s and was updated to a newer system in 2014. The Fire Department/Emergency Management maintains the system. The purpose of the siren system is to alert those who are outdoors that they need to seek shelter indoors due to a dangerous situation. This could be severe weather, a chemical spill, or other emergency as deemed necessary by the Fire Department/Emergency Management. Historically, the sirens are activated most for severe weather; the severe weather criteria is a Tornado Warning affecting the City of Duncanville, hail 1.25 inches or greater in diameter, and/or sustained wind speeds over 70mph. The siren system is tested on the first Wednesday of each month at 2 pm when the skies are blue and clear of clouds. The activation tone is a steady tone that sounds for 3 minutes. This is a different system from the lightning detection alarm system located in City parks.

Over the last year, the Outdoor Warning Siren system has experienced many maintenance issues that have resulted in most of the sirens not operating properly during monthly tests. Maintenance issues are due to aging infrastructure within each siren and radio communication issues at each siren. In order to fix these issues and get

the sirens back to proper operation, the Fire Department is currently working with two entities to identify needed repairs: Goddard Enterprises, who previously maintained the City's siren system, and MCA, who works on the radios in the siren system. Goddard Enterprises completed on-site inspections of all eight sirens on September 11, 2025, to assess the status of each siren component. They provided the City with detailed reports of all eight sites.. MCA completed on-site inspections of all eight sirens on October 3, 2025, to assess the radio connectivity and infrastructure. They provided the City with a detailed report of all eight sites. Goddard Enterprises and MCA provided a quote with the needed repairs and associated costs to get the siren system back to full operation. Using the provided quote and discussions from multiple coordination calls, the Fire Department/Emergency Management has compiled a work plan and a timeline for system repairs; see Attachment 1 for Outdoor Warning Siren Repair Work Plan. The total amount of money identified in the Work Plan, per the provided quote, is \$27,608.65.

The Fire Department did not have funds allocated for siren repair in the current budget. However, the Department, working with City Management and Fiscal Services has identified funds to complete the identified Repair Work Plan and bring the siren system back to full operation. Once fully operational, the Department will plan to allocate funds to support an annual maintenance contract to keep the system operational.

POLICY EXPLANATION:

The Duncanville Fire Department/Emergency Management is seeking to update Council and the public on the ongoing work to repair the Outdoor Warning Siren System.

The Fire Department/Emergency Management is working with City Management to locate funds to complete siren repairs.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

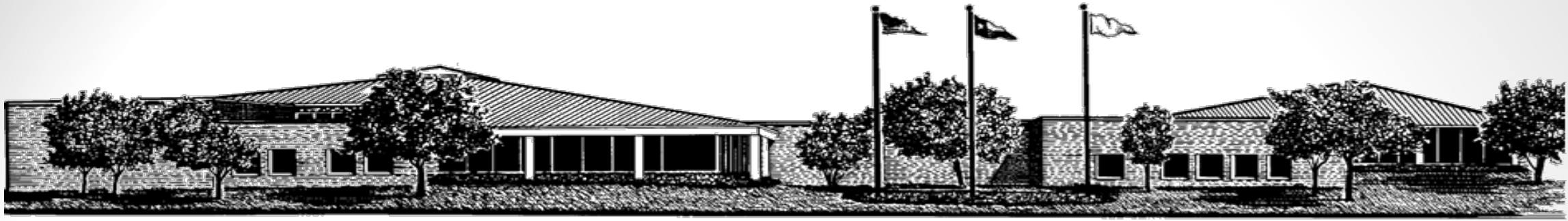
N/A

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

Duncanville Council Briefing Slides- Siren Repair Updated, Duncanville Siren System Work Plan and Quote (002)



DUNCANVILLE OUTDOOR WARNING SIREN SYSTEM REPAIR UPDATE

LAUREN SANCHEZ, REGIONAL EMERGENCY MANAGEMENT COORDINATOR

NOVEMBER 4, 2025

***We are building a vibrant, inclusive community, driven by a commitment to
democratic principles and service above self***

Outdoor Warning Siren System

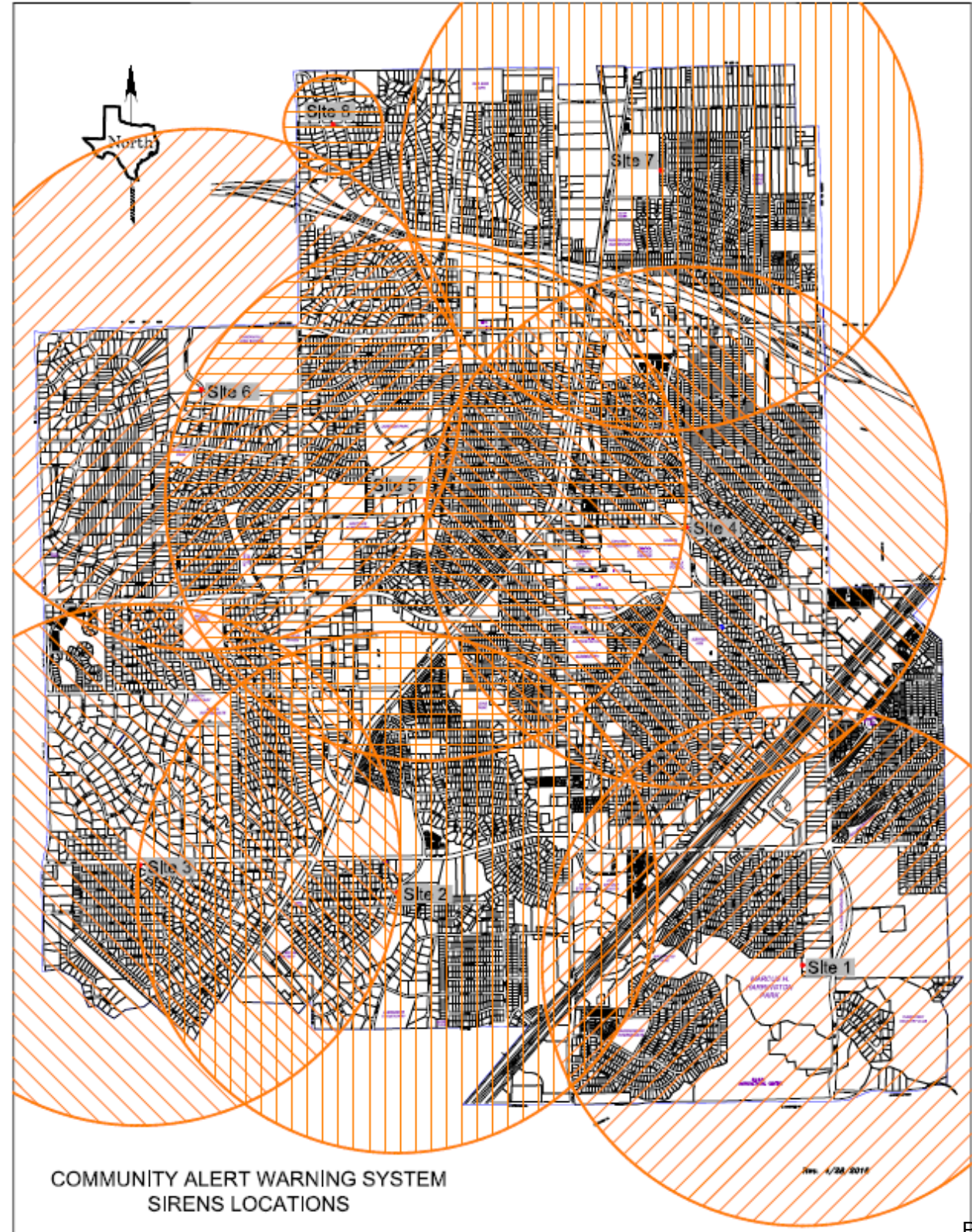
Installed 1990s and replaced 2014.

Activation Criteria

- Tornado Warning
- Hail 1.25in or larger in diameter
- Sustained wind speeds over 70mph
- Other emergency

Monthly Test

- 1st Wed at 2pm with clear skies





Siren Repair Work

- Assessment of siren system condition and issues
 - Goddard Enterprises conducted system inspection Sept. 11, 2025 for \$1,600.
 - Provided detailed reports
 - MCA conducted system radio inspection Oct. 3, 2025
 - Goddard Enterprises, in coordination with MCA, provided quote to repair issues (details on next slide)
- Fire Department with Goddard and MCA developed Siren Repair Work Plan (details in upcoming slides)



Siren Repair Quote Costs

- A. Replace bad batteries in 4 sites
- B. Replace antennas and coax cable in 8 sites
- C. Replace one lock hasp at 1 site
- D. Replace one control board at 1 site
- E. Replace door on cabinet at 1 site
- F. Replace the motor brushes in 8 sites
- G. Install cellular set up in siren 8.
 - Requires a \$216 annual reoccurring fee for cell service
- H. Labor hours for Goddard Enterprises and MCA to meet on-site together to adjust radio modulation to fix current radio signal discrepancies.
 - Work will be completed after Items A-G are completed so that the sites are operational and radio communication issues can be isolated and fixed.
- I. Labor for Goddard technician in bucket truck.

Work Total Cost: \$27, 608.65



Siren Work Plan

Timeline

Item	Estimated Completion
Goddard Enterprises Inspection of system. PO issued for \$1,600.	Completed 9/11/2025
MCA inspection of system radios and antennas.	Completed 8/3/2025
Work Completed by Goddard (Items A-G)	Within 2 weeks of City P.O. issuance
Goddard and MCA on site radio modulation (Item H)	Within 2 weeks of Item A-G completion

Future Annual Costs (starting FY 2026/2027):

- Siren 8 cell set up: annual reoccurring \$216 fee for cell service
- Annual maintenance contract for preventative maintenance: about \$4,000 annually
- Budgeted funds for siren repairs; FD will propose a cost for budget consideration.

Future Minimum Annual Cost Total: \$4,216

Thank you!

Questions?

RegionalEM@duncanville.com

972-780-5054



Duncanville Outdoor Warning Siren Repair Work Plan

Prepared by City of Duncanville Emergency Management with data provided by Goddard Enterprises (siren maintenance) and MCA (siren radio maintenance).

Prepared on 10/16/2025.

1. Work Needed to be Completed by Goddard Enterprises:

[See the Goddard Enterprises Quote for the price breakdown]

- A. Replace bad batteries in 4 sites
 - a. To provide power to sites for operation. Current batteries in those sites have exploded and/or don't work.
- B. Replace antennas and coax cable in 8 sites
 - a. To allow sites to properly talk to the activation boards and repeater when activated. Current antennas and coax have deteriorated.
- C. Replace one lock hasp at one site
 - a. To allow cabinet door at site to properly lock. Current lock hasp has broken.
- D. Replace one control board at one site
 - a. To replace inoperable board currently in place.
- E. Replace door on cabinet at one site
 - a. To replace current deteriorated door.
- F. Replace the motor brushes in 8 sites
 - a. To replace the brushes that have been in place since 2014.
 - b. This item is included in the quote as an option but is recommended by Goddard Enterprises so the siren motor continues to function properly and does not result in more costly motor replacement costs in the future.
- G. Install cellular set up in siren 8.
 - a. This site has never communicated well with the repeater due to its location. The cellular set up will allow for activation signals to also send via cell signal in addition to the siren radio.
 - b. The cellular set up will require a \$216 annual reoccurring fee for the cell service.
 - c. This item is included in the quote as an option but is recommended by Goddard Enterprises so that siren 8 communication issues are fixed.
- H. Labor hours for Goddard Enterprises and MCA to meet on-site together to adjust radio modulation to fix current radio signal discrepancies. These signal issues have caused communication issues between the sites for activation.

- a. Work will be completed after Items A-G are completed so that the sites are operational and radio communication issues can be isolated and fixed.

Work Total Cost: \$27, 608.65

2. Work Timeline:

Item	Estimated Completion
Goddard Enterprises Inspection of system. PO issued for \$1,600.	Completed 9/11/2025
MCA inspection of system radios and antennas.	Completed 8/3/2025
Work Completed by Goddard (Items A-G)	Within 2 weeks of City P.O. issuance
Goddard and MCA on site radio modulation (Item H)	Within 2 weeks of Item A-G completion

Goddard will make repairs to the Duncanville system a priority since the system is currently not functioning properly. Goddard has all needed parts in stock. Once funds are identified and a PO is issued, Emergency Management will schedule Goddard to perform the onsite work. Work will be completed within a few days.

Once Goddard's siren work is complete, Goddard and MCA will meet onsite for radio modulation work. That will be completed in 1-2 days.

The entire system will then be tested for functionality by City Emergency Management, Goddard Enterprises, and MCA.

3. Additional Future Annual Costs:

- A. The cellular set up in siren 8 will require an annual reoccurring \$216 fee for cell service.
- B. The Fire Department should maintain a maintenance contract with a siren vendor (like Goddard Enterprises) for annual maintenance. This includes preventative maintenance like checking batteries, updating system firmware, checking the condition of siren components, etc. Previous siren maintenance with Goddard Enterprises was \$4,000 annually.

The Fire Department/Emergency Management recommends that funds are allocated to support both costs on an annual basis starting Fiscal Year 2026/2027. It is recommended to allocate additional funds to pay for siren repairs that occur

throughout the year; the Fire Department will propose a cost figure for budget consideration.

Future Minimum Annual Cost Total: \$4,216



GODDARD ENTERPRISES
MASS NOTIFICATION SYSTEMS

Prepared for Duncanville, DeSoto and Cedar Hill Texas

To Lauren Sanchez

Email Lauren.sanchez@duncanvilletx.gov

Phone +1 (830) 832-2562

Prepared by Andy Goddard

Joe Goddard Enterprises

Address 11950 Thousand Oaks Drive Edmond, Oklahoma 73034

Phone 405-830-9057 Website www.goddardenterprises.net

Quote Number 1544 Date October 10, 2025 Expiry Date November 8, 2025

Duncanville Texas Inspection reports

Inspection items

1: Site needs batteries,

Antenna has been bypassed for smaller whisker that is mounted to side of pole.

Coax cable is zip tied to existing coax

Brushes in motor need inspection.

2: Pole ground wire needs to be fixed to ground rod.

Wisker antenna mounted to side of pole.

Coax cable is zip tied to existing coax

Radio is not mounted. Unable to set TX due to AGC. Siren is having trouble communicating due to the radio/antenna system.

Brushes in motor need inspection. Recommend replacing with Kenwood NX-1800

3: Unable to set TX due to radio. Siren is failing due to radio system.

Antenna has been bypassed for smaller whisker that is mounted to side of pole.

Coax cable is zip tied to existing coax

Brushes in motor need inspection.

4: Battery exploded. All 4 need to be replaced. Original antenna missing.

Antenna has been bypassed for smaller whisker that is mounted to side of pole.

Coax cable is zip tied to existing coax

Siren rotate box needs 1inch conduit hole sealed.

Brushes in motor need inspection. Recommend replacing radio system

5: All batteries failed load test. From 2021. Brushes in motor need inspection.

Has wisker antenna mounted to side of pole.

Coax cable is zip tied to existing coax

Recommend replacing radio system

6: Lock Hasp is broken.

Batteries exploded.

Brushes in motor need inspection.

Has wisker antenna mounted to side of pole. Coax cable is zip tied to existing coax

Recommend replacing radio system.

7: Board not functioning properly. Controller needs to be replaced. Siren inoperable.

Has wisker antenna mounted to side of pole. Coax cable is zip tied to existing coax

Brushes in motor need inspection.

8: Cabinet door seal falling off.

Lock hasp broken.

Antenna needs to be re aimed with Large Bucket & Coax hanging in trees.

Radio was off upon arrival. Having trouble communicating.

Brushes in motor need inspection.

Recommending cellular back up.

10. Base cellular modem for site on Red Bud

To enable uninterrupted communication

Siren Tech II (Journeyman) Goddard Enterprises to provide a technician to make necessary repairs as listed in the above inspection report. This includes one technician and medium Bucket truck. 	120.00 x 9 1,080.00
Sites that need batteries replaced. Site 1,4,5 & 6	
M24M680 Battery - M24M680 AC Delco M24M680 Standard Lead Acid Battery. Battery Type: Deep Cycle Cold Cranking Amps (CCA): 550 CCA Average Life Span: 2-3 years. 	124.66 x 16 1,994.56
Parts needed for repairs. 1-Lock hasp \$45.00 8 -Antennas & coax cables \$475.00 ea x8 1-FCX control board \$1760.00 1- Door for upper cabinet. \$1023.00	6,628.00
Sub MCA support services. 1) 8 Site Technical Radio Support as Goddard performs repairs to Site 1-8 OWS and Line/Antenna replacement: 2) Includes adjustments to radio modulation for effective radio performance, line sweeps on newly installed lines and antennas and Physical radio adjustment in OWS box to include bracket as needed. Exclusions: •No custom installations of radios, antennas or peripheral hardware/equipment •Any additional equipment required other than stated above •No unapproved programming or updates for code plug, firmware or CPS are required, units are "existing/pre-programmed".	9,367.09 x 1 9,367.09

☐ Large Bucket Large Bucket with operator Large bucket truck for siren head work. Chopper motor brush inspection 8-Chopper motor brush sets. \$195.00ea x8 	3,504.00 Not selected
☐ Cellular set up for the unit off Redbud 1-Cellular set up for base and Redbud Annual reoccurring fees for cell service. \$216.00	4,819.00 x 1 4,819.00 Not selected

Options selected

Total

0 of 2

\$19,069.65

Total with Large Bucket Truck work and Cellular Set Up (and annual cell service fee) Included:

\$27,608.65

Terms & Conditions

This estimate is an approximation and is not guaranteed. The estimate is based on information provided from the customer regarding project requirements, needs, and wants. Actual cost may change once all project elements are finalized or negotiated. Prior to any changes of cost, the customer will be notified. Estimate valid for 30 days unless otherwise indicated.

Goddard Enterprises reserves the right to accept or reject any order, in our sole discretion. Order acceptance is expressly limited by and to the terms and conditions stated herein, which supersede any terms and conditions set forth in any document you provided to us.

Prices are subject to change and are exclusive of any applicable sales or other taxes, freight, handling and insurance charges. Freight quotations are provided as estimates only – actual freight charges are determined at the time of shipping and may differ from the amount originally quoted. The cost of any equipment within this estimate exceeding \$30,000 will be due at time of shipment unless otherwise arranged with Goddard Enterprises.

Any Installation that requires network access will be customers responsibility to facilitate and must be completed before work or commissioning can begin. All network requirements must meet factory recommendations to gain factory support.

Rock Clause: Rock, poor soil conditions, water in excavations and other unforeseen site conditions may incur additional charges upon digging.

Any location where "POT holing is necessary the customer will be responsible for those charges.

Joe Goddard Enterprises will be NOT held responsible for any damage to utility infrastructure, Sidewalks or driveways during the installation or maintenance process.

This quotation/proposal and any files or attachments transmitted with it contain Information that is confidential and privileged. This document may contain information that is intended only for the use of the individual(s) and entity(ies) to whom it is addressed. If you are the intended recipient, further disclosures are prohibited without proper authorization from Goddard Enterprises. If you are not the intended recipient, any disclosure, copying, printing, or use of this information is strictly prohibited and possibly a violation of federal or state law and regulations. If you have received this information in error, please delete it and call 405-282-1978 immediately.

You agree to be bound by these Terms and Conditions in effect at the time of purchase. You also agree that we may change any of the Terms and Conditions upon 15 days written notice to you and that such changed Terms and Conditions will apply to any subsequent transactions with us. Additionally, you agree that in the event that any portion of these Terms and Conditions are found to be unenforceable, the remainder will remain in full force and effect.

Federal Signal Warranty 2025

Outdoor Warning Products: 5 years parts and factory labor from date of delivery, return to factory for service.

This includes: 2001-130, 508-128, Equinox, Eclipse8, Modulator and DSA series.

Controllers: 2 years parts and labor from date of delivery, return to factory for service

This includes: SS2000+ Console, Siren DC Controllers, UV, UVRI, UVIC Controllers.

Warranty does not cover the cost of return or service call labor for issues outside of Goddard Enterprises control.



STAFF REPORT

MEETING: City Council - November 4, 2025

TITLE:

Brief Council on changing uniform and uniform accessory purchases to Galls, LLC.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

Emphasize: Government Accountability, Customer Service, Efficiency and Process

STAFF RESPONSIBLE:

Ron Wilcots

Chris Connealy

BACKGROUND/HISTORY:

The City’s Police and Fire Departments enter into an agreement with a uniform provider to supply all police and fire personnel with necessary duty uniforms, Class A uniforms, and uniform accessories.

POLICY EXPLANATION:

Change uniform and uniform accessory purchases to Galls, LLC, utilizing the TxShare Master Interlocal Agreement, RFP NCT 2021-073, through their established agreement with the North Central Texas Council of Governments (NCTCOG). This contract provides competitive pricing under the cooperative purchasing program for Police and First Responder Uniforms, Accessories, and Related Services. This agreement allows for discounted unit pricing based on the cooperative bid and will result in an estimated annual expenditure not to exceed \$165,000.00. The agreement is on a year-to-year basis.

Local Government Code Section 271.102 provides for voluntary participation in cooperative purchasing programs with another local government or a local cooperative and satisfies any state law requiring competitive bids.

FUNDING SOURCE:**ORG and Object Number**

01055100-700221 (POLICE PATROL CLOTHING) - \$98,290.09
01055300-700221 (ANIMAL CONTROL CLOTHING - \$1,700.00
01077000-700221 (FIRE ADMINISTRATION CLOTHING) - \$500.00
01077100-700221 (FIRE PREVENTION CLOTHING) - \$1,500.00
01077200-700221 (FIRE SUPPRESSION SUPPORT CLOTHING) – \$35,000.00
01077300-700221(ADVANCED LIFE SUPPORT CLOTHING) - \$7,000.00

Available Budget

143,990.09

Purchase Amount

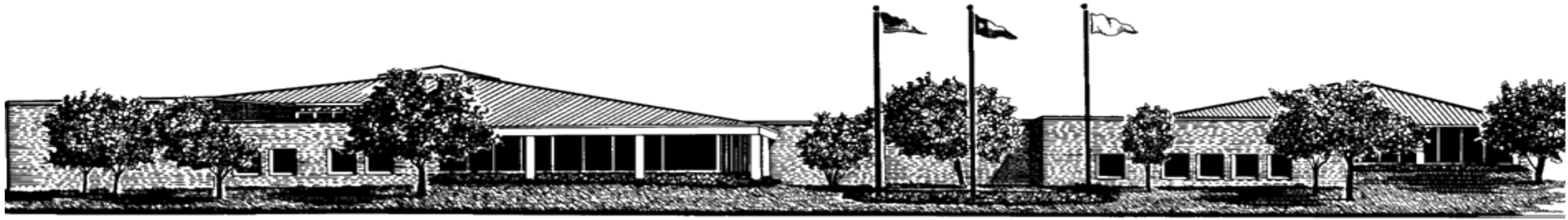
N/A

After Encumber

N/A

ACTION ALTERNATIVES:**ATTACHMENTS:**

Galls Presentation



TRANSITION TO GALLS, LLC

NOVEMBER 4, 2025

RON WILCOTS, ASSISTANT CHIEF



We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

History

- Duncanville Police & Fire Departments have historically entered into agreements with an agreed upon vendor for the purchase of uniforms.
- In 2023 both departments switched to Got You Covered Work Wear & Uniforms. Due to not receiving quality service both departments have agreed to transition back to Galls, LLC.
- Transitioning will ensure uniformity, continuity, and ease of operations for Duncanville Police and Fire Departments.

Benefits

- Location (shorter distance from Duncanville)
- Better tracking (use of portal, individual accounts)
- Cost-effective (use of portal, location, less overtime, Galls will respond to station for measuring)
- Fewer billing issues (use of portal)
- Employee satisfaction (portal allows employees to order for themselves and not have to wait, employees would receive complete orders and fewer incomplete or wrong orders)

Budget

- No changes required to the budget.

Contract

- Purchases will be made from Galls, LLC, utilizing their established TxShare Master Interlocal Agreement with the North Central Texas Council of Government, to allow Duncanville Police and Fire Departments to receive the best discounted pricing.

Thank you
Any questions?





STAFF REPORT

MEETING: City Council - November 4, 2025

TITLE:

Briefing presentation to provide an update on the Solid Waste and Recycling Procurement Project

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

STAFF RESPONSIBLE:

Mark Rauscher
Matt Bryant

BACKGROUND/HISTORY:

On July 16, 2019, the City of Duncanville approved a Municipal Materials Management Agreement (“Agreement”) with Republic Waste Services of Texas, LTD. to provide continued garbage, recycling, bulk/brush collection, and disposal services from September 21, 2019, through September 20, 2026. The Agreement renews automatically for successive five-year periods unless terminated in advance by either the City of Duncanville or Republic Services. The current residential service levels with Republic Services include:

- Trash: hand-collected twice per week
- Recycling: collected once per week using 18-gallon bins.
- Bulk/Brush: up to 10 cubic yards collected twice per month.
- Support: assisted trash collection for senior citizens and individuals with disabilities.

In January 2025, staff informed the City Council that, if the contract with Republic Services is renewed, the company would eventually transition from “take-all” hand collection to roll cart service. To assess the effectiveness of this change, the City

initiated a rollcart pilot program with Republic Services that ran from April 2025 through July 2025. Both staff and Republic returned to City Council on September 2nd to brief them on the results of the Cart-Pilot Program. At that time, staff did recommend to competitively bid the City's Solid Waste and Recycling Program.

POLICY EXPLANATION:

Since September 2, 2025, staff have engaged a third-party industry expert to assist with the bidding process. Through this review, staff determined it may be more advantageous for the City to extend the Republic Services contract for one additional year. This would allow the City to competitively bid both the solid waste collection contract (Republic Services) and the waste disposal contract (Waste Management) simultaneously, providing an opportunity to pursue a full turn-key service with the most advantageous pricing. The extension would also allow sufficient lead time for the selected vendor to procure necessary equipment.

A presentation outlining the available options and staff's recommendations will be provided at the meeting. Staff recommends extending the Republic Services contract for one year and initiating the competitive bid process in August 2026.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

Solid Waste Recycling and Disposal Services Update to Council 11 04 2025 - Final



SOLID WASTE AND RECYCLING CONTRACT

NOVEMBER 4, 2025

MARK J. RAUSCHER, ASSISTANT CITY MANAGER – COMMUNITY SERVICES

We are building a vibrant, inclusive community, driven by a commitment
to democratic principles and service above self

Timeline

- July 2019: City executed seven-year agreement with Republic Services.
- April – July 2025: Cart Pilot Program conducted by Republic Services.
- September 2, 2025: City Council was briefed on Republic's Roll Cart Pilot program results and next steps for going back out to bid.
- November 4, 2025: City Council briefing on recommended path forward for waste collection and disposal.

Current Service

Solid Waste	Recycling	Brush and Bulk	Other Services
2 x per week in bags	1 x per week in 18 gallon bin	2 x per month – no more than 10 cubic yards per collection	Support to Senior and Disabled Residents

Options for Consideration

- Current contract with Republic - expires in Sept. 2026.
- Landfill Disposal Contract – expires in Sept. 2027
- Option 1
 - Initiate bidding process now for new Solid Waste and Recycling Services contract to start October 2026
 - Bidding process starts January 2026
 - Continue Disposal Contract as is and then rebid next year for new disposal contract to start in October 2027
- Option 2
 - Extend current contract with Republic Services for 1 more year through September 2027
 - Bidding process starts August 2026
 - Bid “turn-key” contract for Solid Waste, Recycling, and Disposal Services to start in October 2027.

Recommended Next Steps

- Staff recommends Option 2 based on input from Solid Waste Industry Experts.
 - Amendment with Republic Services on 11/18 Council Agenda to continue current services for 1 more year.
 - Hire 3rd Party Solid Waste Consultant to shepherd entire bidding process for Solid Waste, Recycling, and Disposal services to ensure the bid maximizes value to the City.
 - Launch with 3rd Party consultant in August 2026 to begin the process of going out for bid.
 - Provides more lead time for equipment procurement.
 - Solicit multiple proposals to evaluate best price and service.
 - Consider all service options
 - i.e., once a week vs twice a week service
 - Carts vs. bags
 - Alley vs. curbside pick up options

THANK YOU

Any questions?



STAFF REPORT

MEETING: City Council - November 4, 2025

TITLE:

Briefing on Armstrong Park Signage Proposal

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

STAFF RESPONSIBLE:

Mark Rauscher

BACKGROUND/HISTORY:

The City continues to advance its marketing strategy and enhance the community’s high quality of life. Armstrong Park has been identified as a key opportunity to strengthen the City’s identity and sense of place.

This project focuses on creating a signature look for Armstrong Park that reflects the City’s character and pride. The effort will also explore interactive features that allow residents and visitors to engage with the park in meaningful ways, highlighting local culture and community values.

Through this initiative, the City aims to position Armstrong Park as a distinctive destination that supports community engagement and reinforces the City’s image as a vibrant and welcoming place to live and visit.

POLICY EXPLANATION:

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

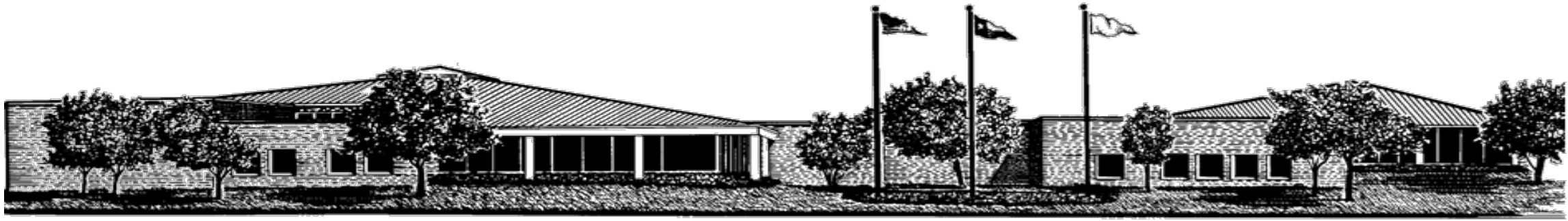
N/A

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

Armstrong Park Signage



ARMSTRONG PARK SIGNAGE PROJECT UPDATE

NOVEMBER 4, 2025

MARK RAUSCHER, ASSISTANT CITY MANAGER-COMMUNITY

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PURPOSE

Goal: Advance Marketing Strategy of the City and Re-Imagine High Quality of Life

- Create a signature look for Armstrong Park
- Develop a stronger “sense of place”
- Establish an interactive way for citizens and tourists to relate

OPTIONS

- Traditional Signage Examples



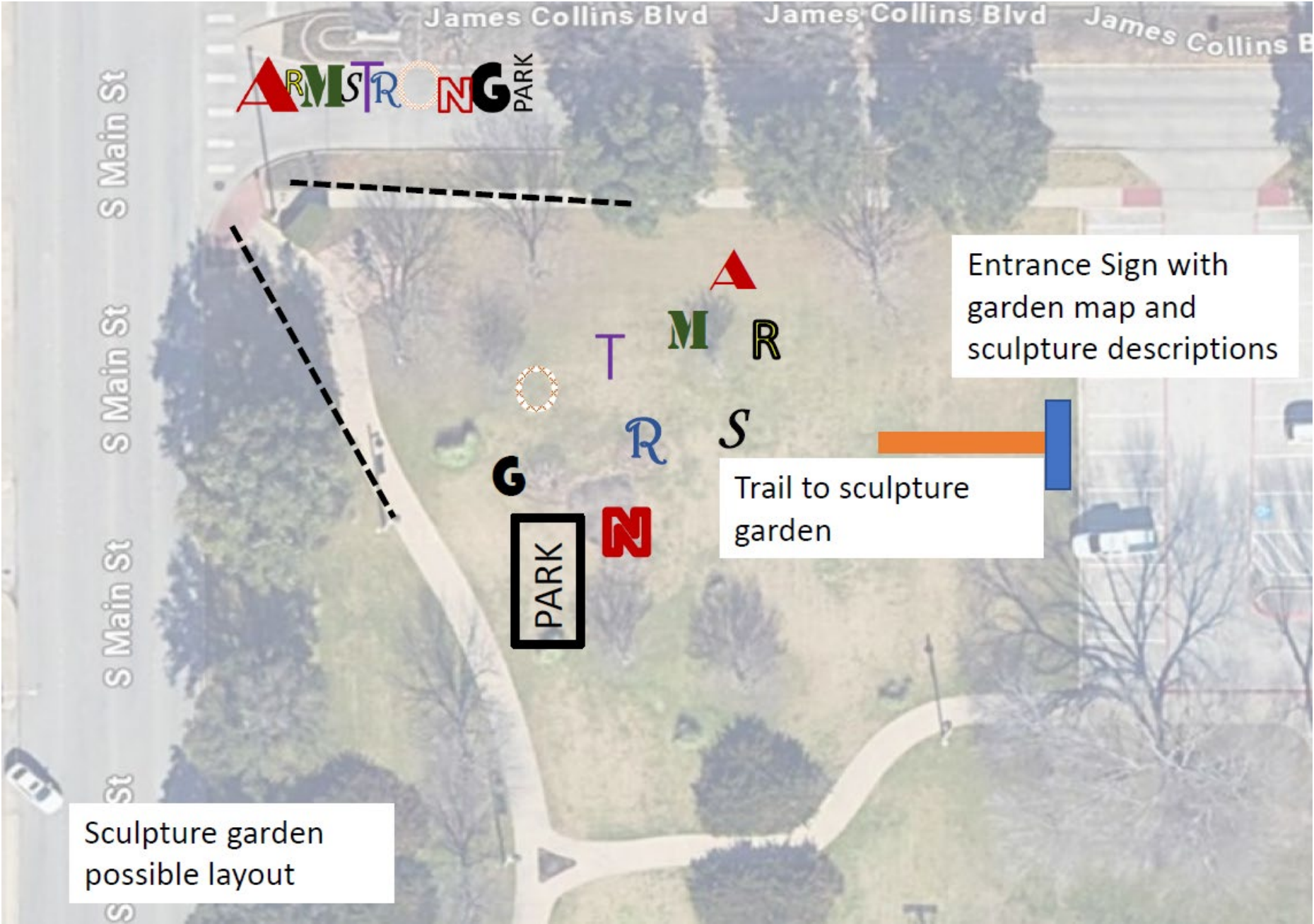
INTERACTIVE/CULTURAL APPROACH

- Letters could represent historic/cultural aspect of Duncanville & Armstrong Park
 - Abstract letters/different colors/interactive
 - Sculpture garden – each letter an individual piece of art
- Tourism generator
 - Pictures
 - Iconic/Sense of Place

OPTIONS



- Interactive Examples



OPTIONS

- Interactive Examples



PATH FORWARD

- Conduct public engagement opportunities to obtain community feedback
- Identify potential funding source(s)
 - Explore Corporate sponsorships, e.g., Atmos, AT&T, HEB, Oncor, BNSF, etc.
 - HOT Funds
- Hire Landscape Architect to develop signage plan and preliminary cost estimates for preferred approach
 - Include maintenance costs
- Design/concept proposals reviewed by Parks Board, Arts Commission, and City Council
- Complete design and construction

Thank you
Any questions?





STAFF REPORT

MEETING: City Council - November 4, 2025

TITLE:

City Council shall convene into closed session pursuant to Section 551.072, 551.087 to deliberate the purchase, exchange, lease of real properties, being located east of Santa Fe Trail, north of Daniieldale Road, west of Cockrell Hill Road, and south of Camp Wisdom Road, and to seek legal advice from City Attorney regarding such real property.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

STAFF RESPONSIBLE:

Victor Barrera

BACKGROUND/HISTORY:

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POLICY EXPLANATION:

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FUNDING SOURCE:

N/A

ACTION ALTERNATIVES:

ATTACHMENTS:

None



STAFF REPORT

MEETING: City Council - November 4, 2025

TITLE:

City Council shall convene into closed executive session to seek legal advice from City Attorney pursuant to Section 551.071 (1) of the Texas Government Code concerning threatened litigation and pending claim in Qnet Information Services.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

STAFF RESPONSIBLE:

Robert Hager, City Attorney
Richard Abernethy

BACKGROUND/HISTORY:

City Council shall convene into closed executive session to seek legal advice from City Attorney pursuant to Section 551.071 (1) of the Texas Government Code concerning threatened litigation and pending claim in Qnet Managed Services.

POLICY EXPLANATION:

City Council shall convene into closed executive session to seek legal advice from City Attorney pursuant to Section 551.071 (1) of the Texas Government Code concerning threatened litigation and pending claim in Qnet Managed Services.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

None



STAFF REPORT

MEETING: City Council - November 4, 2025

TITLE:

Proclamation for Texas Arbor Day 2025. Arbor Day is November 7th, 2025.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

STAFF RESPONSIBLE:

BACKGROUND/HISTORY:

POLICY EXPLANATION:

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

Proclamation - 2025 Arbor Day, Arbor Day Flyer



- WHEREAS,** in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and
- WHEREAS,** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and
- WHEREAS,** Arbor Day is now observed throughout the nation and the world; and
- WHEREAS,** trees can reduce the erosion of our precious topsoil by wind and water, provide food for human consumption, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen and provide habitat for wildlife; and
- WHEREAS,** trees are a renewable resource giving us paper, wood for our home, fuel for our fires and countless other wood products; and
- WHEREAS,** trees, wherever they are planted, are a source of youth and spiritual renewal; and
- WHEREAS,** the City of Duncanville has earned the rank of Tree City USA by the Arbor Day Foundation for 22 consecutive years.

NOW, THEREFORE, I, Greg Contreras, Mayor of the City of Duncanville, Texas do hereby proclaim November 7, 2025, as

ARBOR DAY

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 4th day of November 2025.

Mayor, The City of Duncanville



Healthy Trees, Healthy Lives



STAFF REPORT

MEETING: City Council - November 4, 2025

TITLE:

Economic Development Department Quarterly Report & Duncanville Community and Economic Development Corporation (DCEDC) Annual Report

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

Emphasize: Government Accountability, Customer Service, Efficiency and Process

STAFF RESPONSIBLE:

Victor Barrera

BACKGROUND/HISTORY:

The Economic Development Department is pleased to provide a brief overview of key activities and accomplishments for the past quarter. Staff participated in several professional conferences and training events focused on business retention, redevelopment, and workforce partnerships to strengthen Duncanville’s economic development efforts.

During the quarter, the department continued to advance ongoing projects and redevelopment initiatives, including work related to City-owned property and new private development proposals. Updates were also made to the Economic Development webpage to improve access to business resources, project information, and reporting tools. Staff continue to use data and mapping resources to assist with business recruitment, evaluate potential incentive requests, and support informed decision-making.

The department remains focused on business outreach and retention, completing multiple visits to existing businesses to better understand local needs and opportunities. The Duncanville Community and Economic Development Corporation (DCEDC) also launched its new Ambassador Program, allowing Board members to participate in business visits alongside staff.

This report also includes the DCEDC’s annual update, which highlights a fully seated

Board with new leadership appointments, completion of EDC and Open Meetings Act training, and adoption of updated policies recently approved by City Council. The DCEDC continues to work on a new Strategic Plan, has approved several grants and sponsorships over the past year, and remains focused on marketing City-owned properties for redevelopment consistent with the Duncanville 2040 Comprehensive Plan.

Looking ahead, the department will continue to focus on project implementation, business engagement, and preparation of the DCEDC Strategic Plan for Council review.

POLICY EXPLANATION:

The City's Economic Development Department and the Duncanville Community and Economic Development Corporation (DCEDC) work together to promote economic vitality and community investment within Duncanville. The Department serves as the administrative and operational arm of the City, responsible for implementing programs, coordinating business outreach, and advancing redevelopment initiatives. The DCEDC, a Type B corporation established under Chapters 501–505 of the Texas Local Government Code, provides funding and strategic guidance for eligible projects that promote job creation, business expansion, and quality-of-life enhancements. All DCEDC programs, policies, and expenditures are subject to City Council approval to ensure consistency with the City's Comprehensive Plan and strategic priorities.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

ED Dept. Quarterly Update 11.4.25



ECONOMIC DEVELOPMENT DEPARTMENT QUARTERLY UPDATE

NOVEMBER 4, 2025

VICTOR M. BARRERA, ECONOMIC DEVELOPMENT DIRECTOR

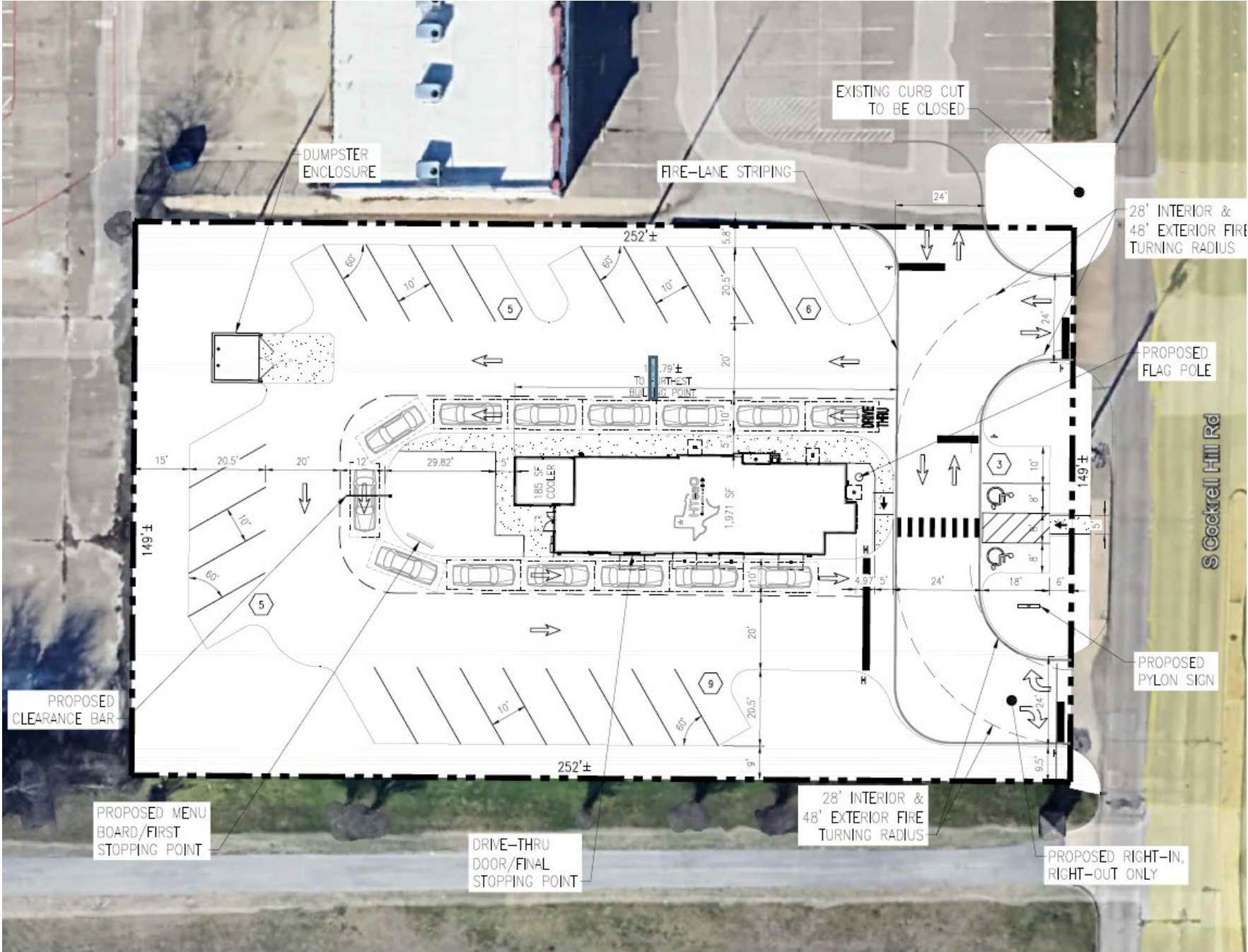
We are building a vibrant, inclusive community, driven by a commitment
to democratic principles and service above self



DEVELOPMENT PROJECTS

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

HTeaO – 727 S. Crockrell Hill Road





① WEST ELEVATION
3/16" = 1'-0"



② SOUTH ELEVATION
3/16" = 1'-0"



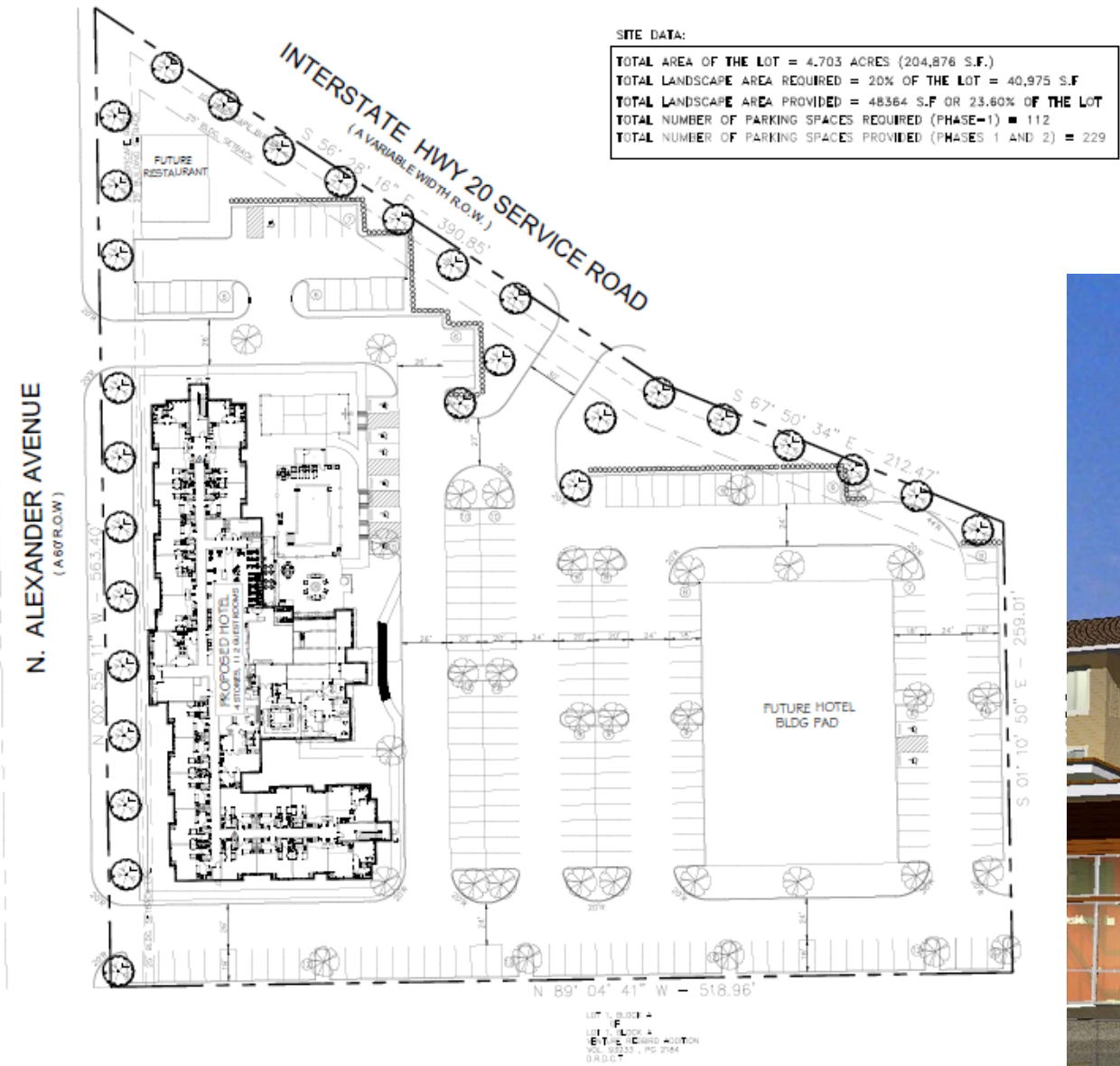
③ EAST ELEVATION
3/16" = 1'-0"



④ NORTH ELEVATION
3/16" = 1'-0"

NOTE: THE SCREEN WALL IS HIDDEN TO SHOW BUILDING FACADE.

730 E. IH 20 – Toyota Property



730 E. IH 20 – Toyota Property

- Hotel – Specific Use Permit + Replat Approval
- Phase I Investment: \$20-25M
- 18-24 months construction timeline

914 & 918 Hwy 67 – DRC Meeting – August 25, 2025

Pre-Permit Submittal Meeting



1. Sales Tax Sharing Agreement \$150,000 – Extraordinary Site Development Costs – 5-year term agreement

Encina Restaurant – DRC Meeting – August 19, 2025 – Pre-Permit Submittal Meeting

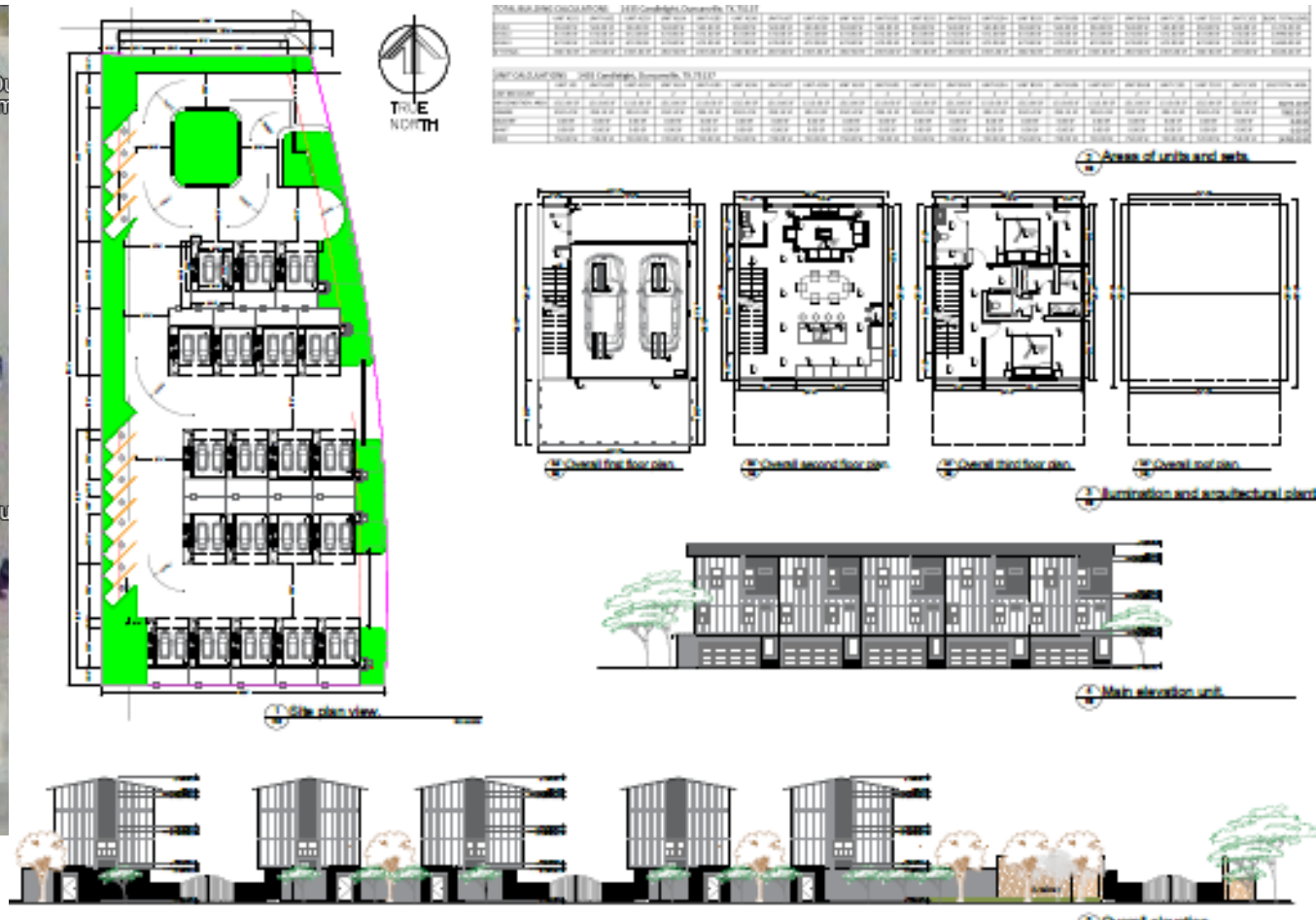
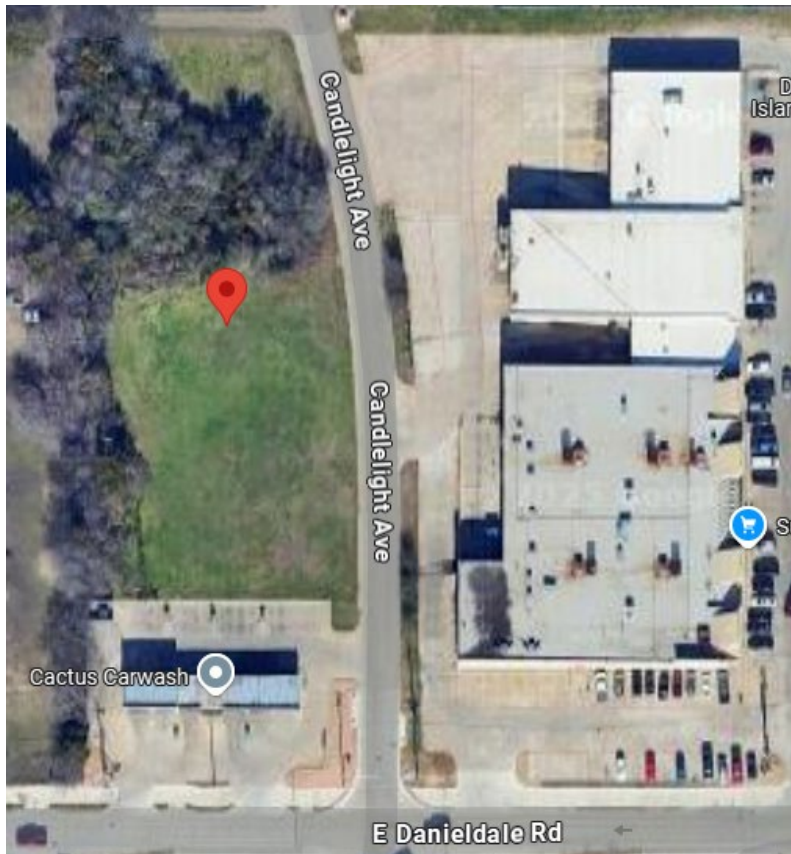


- Secure building permit Fall
- May need to request a time extension for the completion of the buildout



1435 Candlelight Avenue – Development Project Proposed Townhomes (20-26 units)

- Developer has purchased the property.
- Developer has met with the Design Review Committee to work through Site Plan comments.
- Developer is revising plans based on feedback provided.





DEVELOPMENT/REDEVELOPMENT INTEREST

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Railroad Flats

Total Units: 42 (proposed)

Completion Timeline: 18-24 months

Construction value: \$10M

Purchase Offer: \$445,000

Economic Incentive: \$70,000



Railroad Flats – Proposed Elevations





CONFERENCES & SEMINARS

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Panel Title: "The Scale Factor: Partnerships That Propel Ownership"

Time: 9:50 AM - 10:25 AM

Location: YUM Restaurants International Corporate Campus (Plano, TX)

Moderator: Marlon Goff, Economic Development, City of Duncanville, TX

Panel Participants:

- **Antoine Long** - Economic Development, City of DeSoto, TX
- **David Smith** - International Franchise Association (IFA)
- **Harrison Blair** - President, Dallas Black Chamber of Commerce
- **Demetrius Washington** - President, NBMBA Dallas/Ft. Worth Chapter
- **Shawn Whitlock** - Collin County Black Chamber of Commerce





Franchise Brands in Attendance



“Looking for franchisees and entrepreneurs for market expansion”





**BEST SOUTHWEST
PARTNERSHIP**

PRESENTING SPONSOR



**T.G.I.F.
LEGISLATIVE
BREAKFAST – AUGUST 22**

A CONVERSATION ABOUT..... BETWEEN.....

Spotlight Sponsor



LINEBARGER
ATTORNEYS AT LAW



*Representative
Yvonne Davis, District III*

Featured Elected Official



*Steven Dial, Fox 4 KDFW
Host – "Texas: The Issue"*

Guest Host / Facilitator

Foundation Sponsor



City of Duncanville



16
Page 73 of 374



36th Annual
Partyfest 2025

Wednesday August 27th, 2025 11:00am - 4:00pm

Dallas Market Hall - Main Hall
Free Parking Lot Shuttle Provided by Roadrunner Charters



RETAIL LIVE! South Central

WHERE CONNECTIONS ARE MADE
September 4, 2025

JW MARRIOTT AUSTIN
110 E 2nd St
Austin, TX 78701

1,000+
ATTENDEES



100+
RETAILERS



ANNUAL
INTERFACE
DFW AND NORTH TEXAS
RETAIL & MIXED-USE

SEPTEMBER 9 » RENAISSANCE DALLAS ADDISON HOTEL

PRODUCED BY INTERFACE CONFERENCE GROUP, A DIVISION OF FRANCE MEDIA





BUILDING STRONGER PARTNERSHIPS THROUGH BUSINESS VISITS

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to democratic principles and service above self

Company Profile: 84 Lumber

Business Retention Visit:

Location:	1340 Duncanville Road, Duncanville, TX 75116
Date:	August 13, 2025
Staff/DCEDC:	Marlon Goff, Assistant Director of Economic Development

84 Lumber, headquartered in **Eighty Four, Pennsylvania**, operates stores across more than **30 states**. The Duncanville location is **one of three in the Dallas-Fort Worth region** and has served the community for approximately 16 years. This significant commercial facility employs approximately **35 full-time staff** across **two adjacent parcels totaling 12.8 acres**. The company operates two divisions at this site: a retail lumber and building materials store serving local contractors and DIY customers, and an engineered floor systems division providing specialized construction components. Both divisions feature extensive paved supply and storage yards with rail spur access for efficient material handling and distribution throughout the region. The store is **open to the public** as a **local alternative** to Home Depot and Lowe's.

Key Personnel:

- Operations Manager: Ken Boyce
- Outside Sales Consultant: Abraham Vasquez

Economic Impact & Current Market Conditions:

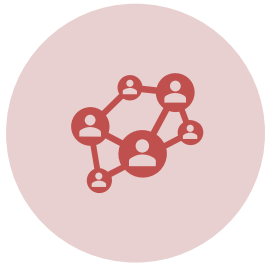
- Ranks in **Top 10** for **sales tax generation** in City of Duncanville
- Duncanville 84 is **one of (3) DFW stores** and the only location featuring engineered wood flooring and roofing support systems for builders in the region

Ad Valorem Property Tax (2025)	\$13,225
Business Personal Property Tax (2025)	\$62,264
Total Property Tax to City of Duncanville, TX	\$75,489
Revenue Per-Acre (not including sales tax)	\$5,897

- Construction **industry is experiencing slow growth overall** in response to interest rates, labor shortages, and shifting construction trends
- 84 Lumber is **not currently looking to expand** their workforce
- Management **acknowledges cyclical nature of construction industry** and maintains **operational readiness** for market recovery



Over 60 Business Visits in FY 2025



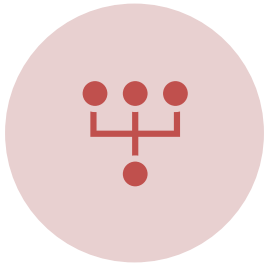
Strengthening Relationships: Fostered direct engagement and collaboration with local business owners, reinforcing trust and partnership.



Supporting Retention & Expansion: Identified needs and opportunities that informed incentive programs, workforce initiatives, and redevelopment strategies.



Data-Driven Insights: Collected feedback that shaped policy updates, strategic planning, and resource alignment across City departments.



Cross-Department Coordination: Partnered with Planning, Fire, and Code to address business concerns and facilitate smoother development processes.



Community Impact: Built ambassadors for Duncanville’s business community—turning engagement into investment and shared success.

The Duncanville Community and Economic Development Corporation (DCEDC) is proud to launch Champions at Work, a new series that highlights local businesses creating opportunities and growth in our community.

We begin with Texas Fadez Barber Academy, where students are building skills that launch careers and strengthen Duncanville's economy.



[Texas Fadez Final 2025-08-28.mp4](#)

Bodega Provisions and the Tamale Company – 626 S. Cedar Ridge Dr. Champions at Work Series – October Business Feature

[2025-10-08 - Bodega Video.mp4](#)



Jones Inck Custom Embroidery & More – 206 N. Main Street

Champions at Work Series – November Business Feature



CUSTOM
EMBROIDERY
& MORE

Our Services



CUSTOM EMBROIDERY



APPAREL PRINTING



PROMOTIONAL PRODUCTS

Stay tuned as we continue
to showcase the
businesses shaping the
future of the City of
Champions...



ECONOMIC DEVELOPMENT WEB PAGE IMPROVEMENT

We are building a vibrant, inclusive community, driven by a commitment
to democratic principles and service above self

<https://open.bludot.io/cities/cityofduncanville/businesses?jobs&openNow&query=>


City of Duncanville
 Powered by Bludot Directory

Filter by ▾
Area ▾
Category ▾

Showing 1949 Results



#1 Stop Tax Service

- 📍 207 E Camp Wisdom Rd, Duncanville, Texas
- ☎️ (469) 735-3257
- ⌚ Open Now - 09:00am - 05:00pm

\$M

\$1 Mart

- 📍 700 S Cockrell Hill Rd, Duncanville, Texas

1B

1 Blessed Organization

- 📍 200 Jellison Blvd, Duncanville, Texas
- ☎️ (469) 841-7727

1

1-800-Plumber

- 📍 646 E Highway 67, Duncanville, Texas
- ☎️ (972) 298-8600



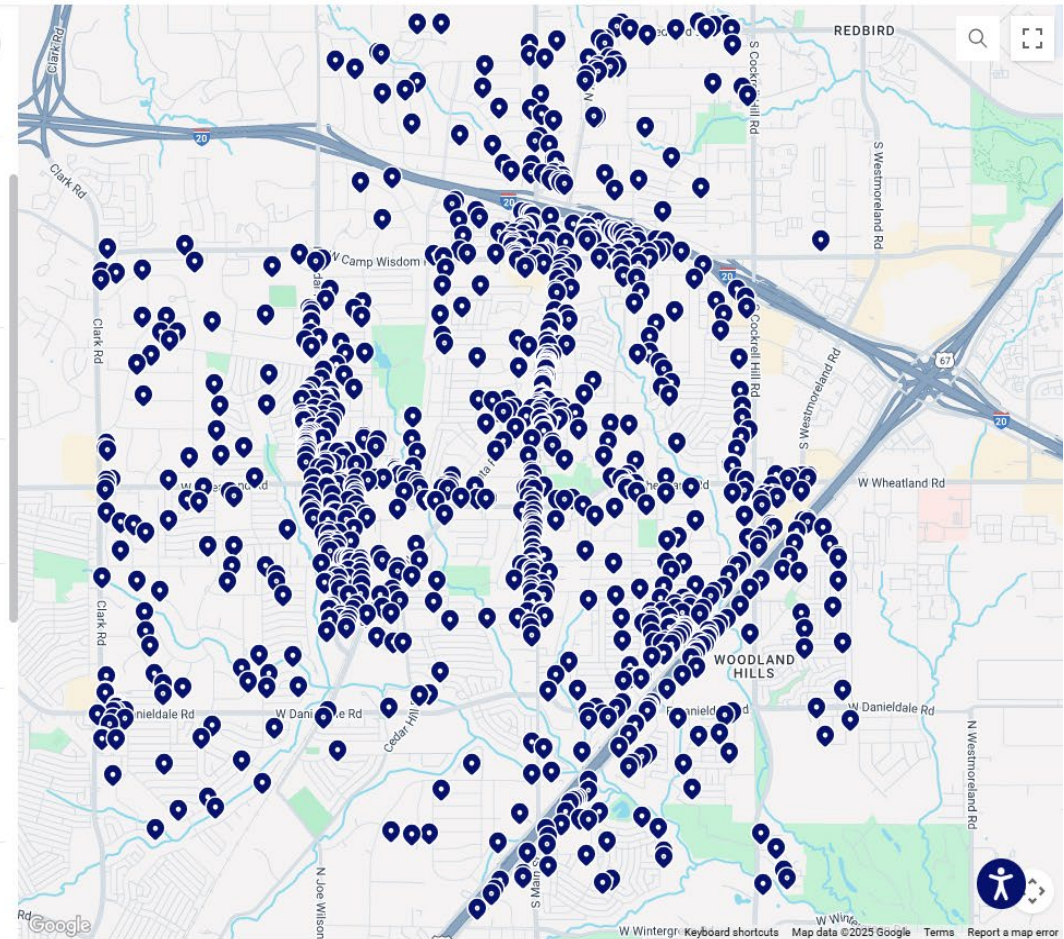
1-855-MegaPro

- 📍 646 E Hwy 67, Duncanville, Texas
- ☎️ +1 972-298-8600
- ⌚ Open Now - 08:00am - 05:00pm



10 Minute Oil Change

- 📍 216 S Cedar Ridge Dr, Duncanville, Texas
- ☎️ (972) 572-7800



Economic Development Webpage – Improvements

DUNCANVILLE ECONOMIC DEVELOPMENT

Business

> [Duncanville Economic Development](#)

Business Retention and Expansion

Community Profiles

Duncanville Business Directory

Duncanville Community and Economic Development Corporation

Economic Development Staff

Local Incentives

Property Search

Starting a Business in Duncanville

Duncanville Economic Development

Championing Excellence, One Business at a Time

The Economic Development Department is charged with two functions: Community Development and Economic Development. Community Development entails activities associated with making Duncanville a more sustainable community to help improve the quality of life for citizens. Economic Development entails activities associated with the retention and expansion of current businesses, the recruitment and attraction of new businesses, and tourism.



[Community Profile](#)

Get to know the City of Duncanville.

[Property Search](#)

Explore available business properties in Duncanville with our easy Property Search—start your search today!



[Starting a Business in Duncanville](#)

Get answers to frequently asked questions about starting a business in the City of Duncanville.

[City of Duncanville Business Directory](#)

Welcome to the City of Duncanville Business Directory powered by Bludot!

This interactive directory serves to connect users with the businesses that call Duncanville, Texas home.

Business owners can update their information at any time. Just simply click 'Edit'. If you do not see your business listed, you can submit your business information by utilizing the '+ Add Listing' button in the top right, above the map. *All information submitted is subject to approval by the City of Duncanville.

Economic Development Reels.... Coming Soon!!!



<https://www.neoncloudproductions.com/work>



ECONOMIC DEVELOPMENT TOOLS

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

CoStar

Available Properties for Lease

CoStar

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[Properties](#)
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[Public Record](#)
[Marketing Center](#)
[Benchmark](#)

[For Lease](#)
[Lease Comps](#)
[Lease Analysis](#)

50 Properties / 117 Spaces

Duncanville, TX (USA)
For Lease
Space Use
Available Space
★★★★★

Clear
Filters
Sort
Save
Reports
More

MAP
LIST
ANALYTICS

1309 Alexander Ave S
Duncanville, TX 75137

10,000 SF · Flex · Built 1976
2,500 SF Avail
2,500 SF Max Contig

★★★★★ + VIEW MORE

650-670 Big Stone Gap Rd
Duncanville, TX 75137

9,760 SF · Freestanding Retail · Built 1986
1,730 SF Avail at \$12.86/SF
1,730 SF Max Contig

★★★★★ + VIEW MORE

306-328 E Camp Wisdom Rd
Duncanville, TX 75116 · Fairmeadows Shopping Center

46,998 SF · Retail (Neighborhood Center) · Built 1973
3,578 SF Avail at \$10.00/SF
3,578 SF Max Contig

★★★★★ + VIEW MORE

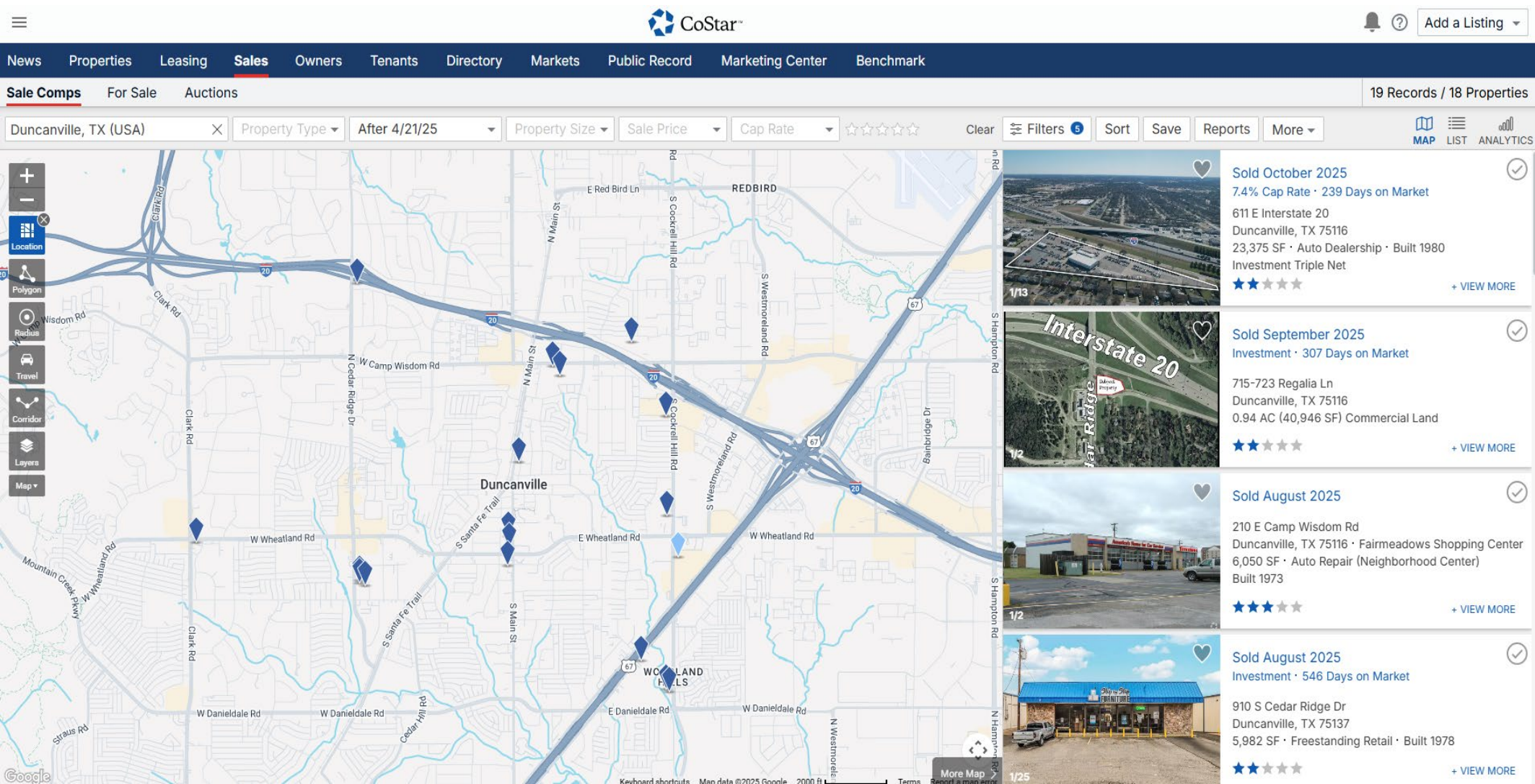
515 N Cedar Ridge Dr
Duncanville, TX 75116 · Americana Plaza

15,218 SF · Office · Built 1985
198 - 1,693 SF Avail at \$14.50 - 27.27/SF
1,495 SF Max Contig

★★★★★ + VIEW MORE

CoStar

Sale Comps





DUNCANVILLE COMMUNITY & ECONOMIC DEVELOPMENT CORPORATION (DCEDC) ANNUAL REPORT

We are building a vibrant, inclusive community, driven by a commitment
to democratic principles and service above self

Board Leadership & Governance

- Fully seated Board – all vacancies filled
- Appointment of new Vice President
- Completed Open Meetings Action and EDC Law & Powers training with DCEDC Attorney
- Completed finance training with Budget Administrator, Jennifer Otey
- Strengthened governance and alignment with City Council

Policy, Programs & Engagement

- Updated Economic Development Incentive and Sponsorship Policies, adopted by City Council
- Launched Ambassador Program – first business visit completed
- Continued work to modernize Bylaws (to be reviewed by City Council soon)

Strategic & Economic Impact

- Developing a Strategic Plan focused on measurable results and alignment with City priorities.
- Approved over \$550,000 in business grants and sponsorships supporting local growth
- Advancing redevelopment through the sale of DCEDC-owned property aligned with the Comprehensive Plan

Looking Ahead

- Implementing the new Strategic Plan in FY26
- Continuing partnerships with City Council, TIF Board, Staff, and community stakeholders
- Remaining focused on accountability, transparency, and impact

THANK YOU

Any questions? Discussion.



STAFF REPORT

MEETING: City Council - November 4, 2025

TITLE:

Nine applicants from the City of Duncanville's first quarter Arts Grant Award cycle for Fiscal Year 2026 are invited to provide a brief 2-minute presentation to the City Council.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

Re-Imagine High Quality of Life: Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.

STAFF RESPONSIBLE:

Alex Hamby, Communications and Marketing Administrator

BACKGROUND/HISTORY:

The City Council adopted the FY 2025–2026 Arts Funding Policy and Grant Guidelines on June 3, 2025 (Resolution No. 2025-488), establishing three types of grants: Annual Arts Program Grants, Single Project Support Grants, and Public Art Grants. Funding is supported by the City's Hotel Occupancy Tax (HOT) revenue and is intended to support public-facing arts programs that enhance quality of life, tourism, and community identity.

The application window for the first quarterly grant cycle of Fiscal Year 2026 was open from September 1 to September 30, 2025, and was made available online.

A total of 9 applications were received. The Duncanville Arts Commission evaluated each during their October 10, 2025, Special Meeting based on the criteria outlined in the adopted guidelines.

POLICY EXPLANATION:

The Duncanville City Council adopted Resolution No. 2025-488, the Fiscal Year 2025–2026 Arts Funding Policy and Grant Guidelines, as recommended by the Duncanville Arts Commission. These guidelines establish a framework for the fair and transparent

distribution of arts funding through three grant categories: Annual Arts Program Grants, Single Project Support Grants, and Public Art Grants. The policy supports nonprofit organizations, individual artists, and community-based initiatives that promote tourism, placemaking, and civic engagement. Funding sources include Hotel Occupancy Tax revenues and other public and private contributions. The resolution authorizes the City Manager or their designee to carry out administrative actions necessary to implement the policy, which took effect immediately upon adoption on June 3, 2025.

FUNDING SOURCE:

ORG and Object Number

011101102

Available Budget

\$73,785.36

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

Arts-Grant-Application_6346039497719643361_withoutAudit, Arts-Grant-Application_6350091863619186127_withoutAudit, Arts-Grant-Application_6343738256257441293, Arts-Grant-Application_6333580284411572638, Arts-Grant-Application_6344741584475184721_withoutAudit, Arts-Grant-Application_6351030440241573935_withoutAudit, Arts-Grant-Application_6350129752769079378_withoutAudit, Arts-Grant-Application_6334231326996491552, Arts-Grant-Application_6349675190085136618_withoutAudit

Thursday, September 25, 2025



Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	Evidence Theater Productions
Project Lead (if different)	Antoinette "Onyx" Brice
Mailing Address	5737 Wellesley Ave Fort Worth , Texas, 76107
Phone Number	(817) 378-7652
Email	onyxking4@gmail.com
How do you prefer to be contacted?	Email
Website or Social Media (if applicable)	aghettochildschristmastale.company.site
Are you a first-time applicant?	Yes

Section 2: Eligibility

Check all that apply:	Individual Artist
Do you live or operate a business/studio within Duncanville, TX city limits?	No

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Single Project Support Grant
---	---

Section 4: Project Information

Project/Event Title	A Ghetto Child's Christmas Tale
Brief Project Summary (2-3 sentences)	Urban theater production (musical) of the nativity story
Project Start Date	Sunday, December 14, 2025

Project End Date

Sunday, December 14, 2025

Location(s)

Duncanville High School Autotorium

Is this project open to the public?

Yes

Admission Fee (if any)

5.00

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.
To bring Bible stories that we take for granted into today's time while introducing to some and presenting Christ to others

How will the project serve the Duncanville community and promote public access?
Engaging the community in positive programs with the love of Christ in the spirit of Christmas

How will your project promote tourism or economic development within Duncanville?
It will bring others to the area excited about the theater

List the individuals and organizations involved in planning or executing the project.
Evidence Theater Productions
Ramiya Wimbley-7th grader at Kennemer Middle School

Briefly describe your marketing plan.
Commercials on podcasts,radio and every social media platform available

How will you evaluate the success and impact of your project?
Ticket sales, buzz around the DFW area

Section 6: Budget

Total Project Budget

5500.00

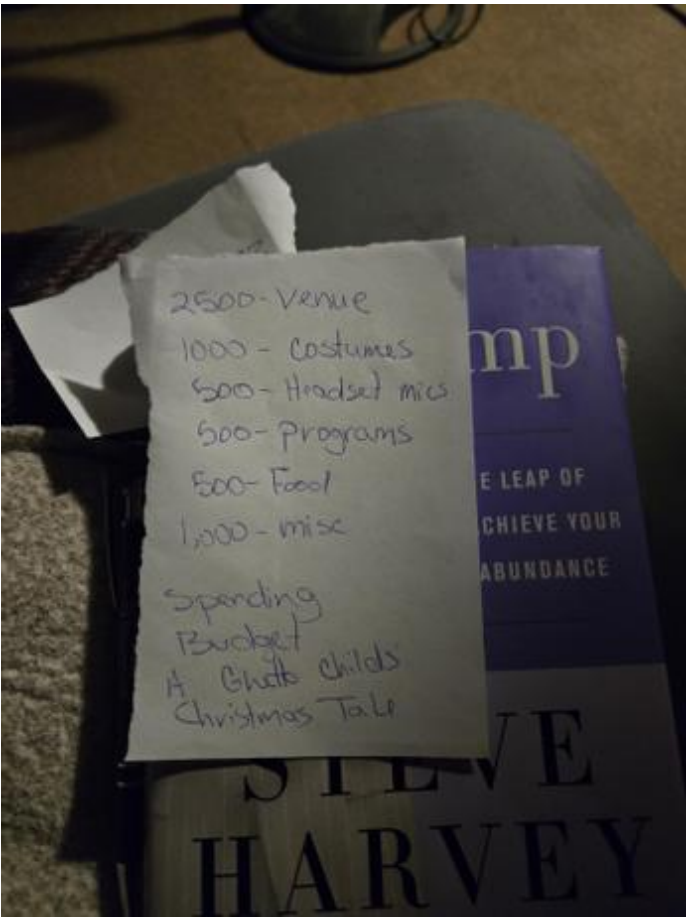
Amount requested from the
Duncanville Arts Commission/City
Council

3000.00

Matching Funds (cash/in-kind)

1500.00

Please attach a detailed budget



Section 7: Required Documents

Document Checklist

- Completed application form. *required
- Narrative responses (Section 5) *required
- Detailed project budget (Section 6) *required
- Portfolio or artistic samples (*required for individual artists)

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature



Name

Antoinette Brice

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

Monday, September 29, 2025



Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	Frances Villagran
Mailing Address	1117 S. Main St Duncanville, TX, 75137
Phone Number	(972) 854-9498
Email	xelabistro@gmail.com
How do you prefer to be contacted?	Email
Website or Social Media (if applicable)	https://www.facebook.com/xelabistro https://www.instagram.com/xelabistro
Are you a first-time applicant?	Yes

Section 2: Eligibility

Check all that apply:	Business Entity
Do you live or operate a business/studio within Duncanville, TX city limits?	Yes

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Annual Arts Program Grants (nonprofits only)
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Section 4: Project Information

Project/Event Title	Art Mural
----------------------------	-----------

Brief Project Summary (2-3 sentences)

Xela Bistro seeks to commission a community-centered art mural on the exterior of the bistro, designed in collaboration with local artists. This project will not only beautify the neighborhood but also foster cultural expression, support the arts, and contribute to the economic vitality of downtown Duncanville by creating a vibrant public gathering space.

Project Start Date

Thursday, October 30, 2025

Project End Date

Sunday, November 30, 2025

Location(s)

Xela Bistro- 1117 S. Main St, Duncanville, TX 75137

Is this project open to the public?

Yes

Admission Fee (if any)

0

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

The purpose of this project is to create a mural that draws attention to Duncanville as a city with heart, creativity, and untapped potential. The artistic vision is simple yet powerful: to offer a striking work of art that encourages people to stop, take notice, and give Duncanville a chance to be seen as a place where culture, growth, and community thrive. More than just decoration, the mural will serve as a beacon of pride and possibility for both residents and visitors.

How will the project serve the Duncanville community and promote public access?

This mural will serve the Duncanville community by transforming an everyday wall into a shared cultural landmark. Located on the side of Xela Bistro, the artwork will be fully visible from the street, providing free and continuous public access for all who pass by. It will invite residents and visitors alike to engage with the city’s creative spirit, spark pride in the local community, and contribute to a more vibrant, welcoming downtown environment. By placing art in a highly accessible space, the project ensures that everyone regardless of age, background, or resources can experience and enjoy public art in Duncanville.

How will your project promote tourism or economic development within Duncanville?

The mural will serve as both an artistic landmark and a destination, drawing visitors into Duncanville to experience its growing creative culture. As a highly visible and photo-friendly installation, it has the potential to become a point of pride and recognition for the city encouraging people to stop, take pictures, share on social media, and explore the surrounding businesses. By creating a visually engaging attraction in the heart of downtown, the project will help increase foot traffic, support local restaurants and shops, and showcase Duncanville as a city worth visiting and investing in.

List the individuals and organizations involved in planning or executing the project.

- Xela Bistro – Project lead and host site for the mural.
- Frances Villagran & Abel Castro – Owners of Xela Bistro and project coordinators.
- Local Artist(s) – To be commissioned for mural design and execution (collaboration with Duncanville-based creatives to ensure local representation).
- Duncanville Arts Commission – Community partner supporting public art initiatives.
- Community Volunteers/Stakeholders – Engaged to provide input and assist with promotion and outreach.

Briefly describe your marketing plan.

The project will be promoted through a combination of digital and community outreach. Xela Bistro will leverage its active social media platforms (Facebook, Instagram, TikTok) to share progress updates, artist features, and behind-the-scenes content, building anticipation and encouraging public engagement. A ribbon-cutting and community unveiling event will invite local residents, press, and partner organizations to celebrate the mural’s completion. In addition, the mural itself will serve as an ongoing marketing tool,

becoming a photo-worthy landmark that encourages organic promotion through visitor posts and shares.

How will you evaluate the success and impact of your project?

The success of the mural will be measured by both community engagement and long-term visibility. Key indicators will include public participation at the unveiling event, social media shares and interactions highlighting the mural, and feedback from residents and visitors. Over time, the project's impact will be reflected in increased foot traffic to downtown Duncanville and its recognition as a local landmark. Community surveys and informal feedback will also help capture how the mural influences civic pride and perceptions of Duncanville as a growing cultural destination.

Section 6: Budget

Total Project Budget 10000

Amount requested from the Duncanville Arts Commission/City Council 3000

Please attach a detailed budget



Xela Bistro Mural Budget.pdf

Section 7: Required Documents

Document Checklist

Completed application form. *required

Narrative responses (Section 5) *required

Detailed project budget (Section 6) *required

Proof of Duncanville residency or business operation. *required

City of Duncanville Vendor Packet (below) *required

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature

Name

Frances Villagran

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

Property Owner Name

You De Xue

Property Address

1117 S Main St
Duncanville, TX, 75137



Monday, September 22, 2025

Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	Jr Studios
Project Lead (if different)	James Cahalan
Mailing Address	6408 Royal Cedar Dr Dallas , Texas , 75236
Phone Number	(469) 269-8703
Email	jr.studios9223@gmail.com
How do you prefer to be contacted?	Text
Are you a first-time applicant?	Yes

Section 2: Eligibility

Check all that apply:	Individual Artist
Do you live or operate a business/studio within Duncanville, TX city limits?	Yes

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Single Project Support Grant
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Section 4: Project Information

Project/Event Title	Canvas and Creativity
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Brief Project Summary (2-3 sentences)

JR Studios will provide an after-school art program for youth in the Duncanville area, offering weekly classes on Monday evenings from 5–7 PM. The program will introduce students to drawing, painting, sculpture, and mixed media while fostering creativity, skill-building, and personal expression. Led by a Duncanville High School alumnus and longtime resident, the program is rooted in giving back to the community and inspiring the city’s next generation of artists.

Project Start Date	Monday, November 3, 2025
--------------------	--------------------------

Project End Date

Monday, February 2, 2026

Location(s)

Village Tech Schools

Is this project open to the public?

Yes

Admission Fee (if any)

\$30

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

The purpose of the JR Studios After-School Art Program is to provide youth in the Duncanville area with consistent access to quality arts education in a safe and welcoming environment. Many young people lack opportunities to explore creative expression outside of the school day, and this program is designed to meet that need by offering weekly after-school classes where students can learn, grow, and create.

Our artistic vision is centered on cultivating creativity, skill, and confidence. Through painting, drawing, sculpture, and mixed media, participants will gain technical knowledge while also being encouraged to think critically, experiment, and share their unique perspectives. The program emphasizes that art is more than a product, it is a process of discovery, self-expression, and communication. By guiding students to take creative risks, problem-solve, and collaborate, JR Studios helps them develop skills that extend far beyond the studio.

As a Duncanville High School alumnus and longtime resident, I am committed to investing back into the community that shaped me. This program is built on the belief that all youth deserve access to high-quality arts instruction and the tools to bring their ideas to life. Each session is designed not only to teach artistic technique but also to build a sense of belonging and pride in Duncanville's cultural life.

The artistic vision of JR Studios is to inspire the next generation of Duncanville's creators, helping them see themselves as artists, innovators, and contributors to the vibrant cultural identity of our city.

How will the project serve the Duncanville community and promote public access?

The JR Studios After-School Art Program will serve the Duncanville community by providing youth with a safe, creative space to learn and grow through the arts. Classes are open to all local youth, with efforts to keep them affordable and accessible regardless of background or prior experience. Public access will be promoted through broad outreach and culminating showcases of student artwork, giving families and community members opportunities to celebrate creativity together. In this way, the program strengthens Duncanville's cultural identity while directly investing in its young people.

How will your project promote tourism or economic development within Duncanville?

The JR Studios After-School Art Program will promote tourism and economic development by hosting public showcases that highlight the creativity of Duncanville's youth and invite families, friends, and visitors to attend. These events create reasons for people to gather in Duncanville, supporting local restaurants and businesses in the process. By investing in youth arts education, the city builds a reputation as a place that values culture, creativity, and community. This strengthens Duncanville's identity while contributing to long-term economic growth.

List the individuals and organizations involved in planning or executing the project.

-James Ryan Cahalan – Program Director & Lead Instructor (JR Studios)

An award-winning artist, Duncanville High School alumnus (Class of 2009), and lifelong Duncanville resident. James will design curriculum, lead weekly instruction, manage program logistics, and oversee student showcases.

- JR Studios
Provides the program structure, curriculum, and instructional leadership to deliver high-quality after-school art classes for youth in Duncanville.
- Village Tech Schools
Serving as the hosting location, Village Tech Schools will provide the studio space where after-school art classes will take place. This partnership ensures the program is accessible and centrally located for Duncanville families.
- Community Volunteers
Parents and local artists may be invited to assist with showcases, exhibitions, and promotional efforts to broaden community involvement.

Briefly describe your marketing plan.

JR Studios will use a combination of digital and community-based strategies to ensure broad awareness of the after-school art program. Flyers will be distributed through Village Tech Schools, local libraries, and community centers, while targeted social media posts will highlight upcoming sessions and showcase student work to engage families online. Word-of-mouth will also play an important role, with parents and community members encouraged to share opportunities with neighbors and friends. By blending grassroots outreach with digital promotion, the program will remain accessible and visible to youth and families across Duncanville.

How will you evaluate the success and impact of your project?

The success of the JR Studios After-School Art Program will be measured by enrollment numbers, weekly attendance, and student retention rates. Growth will also be evaluated through the creativity and quality of artwork produced by youth participants. Public showcases will provide a visible measure of community engagement, with the number of family and community attendees reflecting program impact. Feedback from students and parents will be gathered through surveys and informal conversations to capture personal outcomes, while photos, records, and documentation will be included in a final report to demonstrate accountability.

Section 6: Budget

Total Project Budget	3900
Amount requested from the Duncanville Arts Commission/City Council	3000
Matching Funds (cash/in-kind)	900

Please attach a detailed budget

 Jr Studios After School Program Budg... .pdf

Section 7: Required Documents

Document Checklist

- Completed application form. *required
- Narrative responses (Section 5) *required
- Detailed project budget (Section 6) *required

Proof of Duncanville residency or business operation.
*required

City of Duncanville Vendor Packet (below) *required

Portfolio or artistic samples (*required for individual artists)

Upload required documents



Blank Tax Exemption Form (1) copy.pdf



Canvas And Creativity.pdf



Vendor Packet -James Cahalan.pdf



JrStudiosW9.pdf

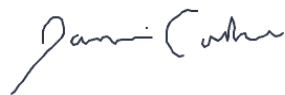


James Cahalan Portfolio.pdf

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature



Name

James Cahalan

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

TITLE	Arts Grant Application
DOCUMENT ID	252645257583061
DOCUMENT PAGES	4
STATUS	COMPLETED
TIME ZONE	America/Chicago

DOCUMENT HISTORY

Signed

Sep 22, 2025
01:10 PMSigned
IP: 128.92.195.26

Wednesday, September 10, 2025



Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	Punk Social
Project Lead (if different)	Julio Avila
Mailing Address	222 Mizell st. Duncanville, Texas, 75116
Phone Number	(469) 999-7224
Email	Julio.Avila@live.com
How do you prefer to be contacted?	Call
Are you a first-time applicant?	Yes

Section 2: Eligibility

Check all that apply:	Individual Artist Duncanville Arts Commission
Do you live or operate a business/studio within Duncanville, TX city limits?	No

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Public Art Grant
--	-----------------------------

Section 4: Project Information

Project/Event Title	Duncanville Laugh Fest
Brief Project Summary (2-3 sentences)	A Comedy showcase featuring the best comedians in Dallas and Texas. Bringing a different late night energy into town to attract not only kids and parents, but also a forgotten age group of 20-50 years olds who are seeking alternative fun.
Project Start Date	Saturday, December 6, 2025

Project End Date

Saturday, December 6, 2025

Location(s)

Location is pending upon approval.

Is this project open to the public?

Yes

Admission Fee (if any)

\$0

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

As a 10 year old vet in the DFW comedy scene, ive dirently created shows around town and have seen how magical it is to bring hard laughs to unexpected crowds. Living in Duncanville for the past 5 years has made me realized this is missing in town and instead of me focusing elsewhere to create shows, why not bring this magic to town.

How will the project serve the Duncanville community and promote public access?

This event can be scheduled in tandem with other events to create a festival type of day or can even stand on its own feet. We will be a spectacle the city is not expecting and bring in a new spark to our feel good community.

How will your project promote tourism or economic development within Duncanville?

We can invite local food trucks and vendors to our event and thereby keeping a nights worth of expenses that would of otherwise gone to a different town. Keep the cash in town.

List the individuals and organizations involved in planning or executing the project.

Julio Avila, Erick Lopez for now. Together we run some of the best local shows in Dallas. We can make it all happen.

Briefly describe your marketing plan.

Comic ads, Social media shorts showing live performances, videos of the food trucks and what to expect and the show. And of course, the good vibes that come with a night full of laughter.

How will you evaluate the success and impact of your project?

Going from experience, this would be a total hit since its something thats unique to Duncanville and successfully operation in many towns already.

Section 6: Budget

Total Project Budget

\$4500

Amount requested from the
Duncanville Arts Commission/City
Council

\$4500

Please attach a detailed budget

 Punk Social Comedy Proposal.pdf

Section 7: Required Documents

Document Checklist

- Completed application form. *required
- Narrative responses (Section 5) *required
- Detailed project budget (Section 6) *required
- Proof of Duncanville residency or business operation.
*required
- City of Duncanville Vendor Packet (below) *required
- IRS 501(c)(3) determination letter (if applicable)
- Property owner support letter (*required for Public Art Grant)
- Portfolio or artistic samples (*required for individual artists)

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature



Name

Julio Avila

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

TITLE	Arts Grant Application
DOCUMENT ID	252527532206048
DOCUMENT PAGES	3
STATUS	COMPLETED
TIME ZONE	America/Chicago

DOCUMENT HISTORY

Signed

Sep 10, 2025
07:00 PMSigned
IP: 97.133.114.4

Tuesday, September 23, 2025



Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	Richard B Kinga
Mailing Address	606 Linkcrest Drive4 Duncanville, TX, 75137
Phone Number	(469) 493-0880
Email	kingsomatic@gmail.com
How do you prefer to be contacted?	Email
Website or Social Media (if applicable)	https://www.facebook.com/richard.kinga
Are you a first-time applicant?	Yes

Section 2: Eligibility

Check all that apply:	Individual Artist
Do you live or operate a business/studio within Duncanville, TX city limits?	Yes

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Public Art Grant
--	------------------

Section 4: Project Information

Project/Event Title	Duncanville! TheCity of Champions
Brief Project Summary (2-3 sentences)	Create a musical rendition with a catchy phrase refrain that celebrates the cultural diversity of Duncanville. The song recorded by local artists in both English and Spanish showcases the city's rich cultural identity, diversity, and unity
Project Start Date	Monday, January 5, 2026

Project End Date

Wednesday, June 10, 2026

Location(s)

Duncanville Armstrong Park
Duncanville City Library
Duncanville studio Podcast & Music
(Other significant Historic sites in Duncanville).

Is this project open to the public?

Yes

Admission Fee (if any)

\$0,00

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

To highlight the city's strengths and achievements through music and patriotic slogans.
To promote and encourage cross-cultural understanding and appreciation among the city's diverse communities.
To provide opportunities for local talent to showcase thier diversity in unity.
to create a lasting tourist and cultural artifact that reflects the city' values and spirit.
To engage and initiate constructive conversations through music aimed at building bridges across class, color, and race.

How will the project serve the Duncanville community and promote public access?

Songwriting* By collaborating with local songwriters to create a catchy and meaningful song that celebrates Duncanville's diversity
Artist Selection* By choosing local artists who reflect the city's diverse demography. (Hispanic, Black, White, and other LEGAL Immigrants, a strong statement of social cohesion will emanate and resonate to business interests.
Recording* Recording the song in both English and Spanish, incorporating a local recording studio in Duncanville, will celebrate our identity profoundly.
Music Video* Produce a music video showcasing the city's landmarks, cultural events, and community members.
Community Engagement* Host workshops, rehearsals, and community events to engage residents and make them feel like and own the project.

How will your project promote tourism or economic development within Duncanville?

The song in its entirety will be like a rallying, mobilizing, and engaging call and inviting attention to the rich history of our city, celebrating our local teams and local business initiatives, while attracting other stakeholders to get motivated and involved in local celebrations.

List the individuals and organizations involved in planning or executing the project.

Richard B Kinga
I am still galvanizing local schools and art clubs to select interested school club leaders.

Briefly describe your marketing plan.

- 1) Social Media: Utilize platforms like Facebook, Instagram, TikTok, X, and YouTube to share engaging content (music videos, behind-the-scenes, artist interviews).
- 2)Local Outreach: Partner with local businesses, organizations, and community events to promote the project and encourage participation.
- 3)Tourism Promotion: Collaborate with the city of Duncanville's tourism department to feature the music project on their website and promotional material.
- 4)Influencer Marketing: Reach out to local influencers and bloggers to share the music project and promote Duncanville's cultural diversity.

- 5)Press coverage: Craft press releases and pitch stories to local media outlets to generate buzz around the project.
- 6)Merchandise: Create branded merchandise (t-shirts, stickers)to promote the project.

How will you evaluate the success and impact of your project?

Social media engagement
Website traffic and online engagement
Number of local businesses and organizations partnering with the project
Tourism promotion metrics (website traffic, visitor numbers)
Merchandise sales and revenue generated.

Section 6: Budget

Total Project Budget\$20,000

Amount requested from the
Duncanville Arts Commission/City
Council\$15,000

Matching Funds (cash/in-kind)\$5000

Please attach a detailed budget

 Budget for Duncanville project.pdf

Section 7: Required Documents

Document Checklist

- Completed application form. *required
- Narrative responses (Section 5) *required
- Detailed project budget (Section 6) *required
- Proof of Duncanville residency or business operation.
*required
- City of Duncanville Vendor Packet (below) *required
- Portfolio or artistic samples (*required for individual
artists)

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature



NameRichard Kinga

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

Tuesday, September 30, 2025



Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	Brenda "B" Ranfdall
Project Lead (if different)	Brenda RandLL
Mailing Address	1710 JOHN WEST RD , Apt 617 DALLAS, Texas, 75228
Phone Number	(214) 290-4980
Email	thehostbrandall@gmail.com
How do you prefer to be contacted?	Call
Website or Social Media (if applicable)	https://www.facebook.com/share/19p4x7qm7S/ INSTAGRAM: thehostbrandall
Are you a first-time applicant?	Yes

Section 2: Eligibility

Check all that apply:	Individual Artist
Do you live or operate a business/studio within Duncanville, TX city limits?	No

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Single Project Support Grant
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Section 4: Project Information

Project/Event Title	In The Words Of A Sistah: Stories In Verse
----------------------------	--

Brief Project Summary (2-3 sentences)

"The Words Of A Sistah: Stories In Verse is a live performance featuring powerful poets and vocalists from diverse backgrounds and generations. Through a dynamic blend of verse and song, these artists share their unique stories and collective journeys that connect women. This project creates a dedicated space

for community reflection, empowerment, and honoring these vital relationships.

Project Start Date Saturday, December 6, 2025

Project End Date Saturday, December 6, 2025

Location(s)
Duncanville Recreation Center

Is this project open to the public? ☒ Yes

Admission Fee (if any) 10

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

This project is a live performance that uses poetry and song to share the real stories of women and the power of sisterhood. Our vision is to create a powerful, shared experience where the audience feels connected to the joy, strength, and challenges in these stories. The show will bring together four diverse poets and singers to perform their original work. The purpose is to give these important voices a platform, to celebrate the bonds of sisterhood, and to build understanding within the community. This event is about creating a space where everyone feels seen, heard, and united through the power of storytelling.

How will the project serve the Duncanville community and promote public access?

"The Words Of A Sistah: Stories In Verse" will serve the Duncanville community by creating a shared space for empathy and unity through the powerful lens of storytelling. The project explores the universal theme of sisterhood—the bonds, challenges, and triumphs that connect women across different backgrounds. This project features a curated ensemble of diverse poets and vocalists who will share their unique perspectives on sisterhood. This intentional diversity allows the performance to explore this central theme with richness and nuance, highlighting both unique and shared experiences. By presenting a multifaceted view of womanhood, the event promotes a deeper understanding within the community. It provides a platform for underrepresented narratives while inviting all audience members to see their own stories reflected and to connect with experiences different from their own, ultimately strengthening the collective bonds that unite Duncanville.

How will your project promote tourism or economic development within Duncanville?

"The Words Of A Sistah," the longest-running all-female poetry event with a nearly 20-year legacy, is a proven cultural asset. This project will promote tourism by leveraging this established reputation to draw audiences from across the region specifically to Duncanville. Attendees will support local restaurants and shops, providing direct economic benefits. This project will generate immediate economic impact through audience spending at local businesses, with 100+ attendees potentially injecting \$2,500-\$5,000 into Duncanville's economy in a single evening. By establishing our city as a cultural destination, it enhances commercial appeal for future arts events and creative enterprises, creating sustainable economic benefits beyond this initial event.

List the individuals and organizations involved in planning or executing the project.

Brenda Randall and Cynthia "Empress Robinson

Briefly describe your marketing plan.

The marketing plan uses targeted social media, community partnerships to promote the event. I will reach poetry enthusiasts and arts supporters through focused online campaigns, hopefully collaborating with Duncanville businesses and organizations for cross-promotion. The strategy highlights the event's 20-year legacy and offers accessible pay-what-you-can ticketing. This approach ensures that I effectively reach our

core audience while expanding visibility throughout the community.

How will you evaluate the success and impact of your project?

I will measure success through Eventbrite analytics, tracking attendance versus capacity and revenue from ticket sales. Post-event surveys (via email through Eventbrite) will gauge audience satisfaction and the performance's emotional impact. Finally, we will monitor community response through local media mentions and subsequent partnership inquiries. This method provides clear, data-driven proof of the project's reach and its lasting cultural value to Duncanville.

Section 6: Budget

Total Project Budget 4500

Amount requested from the Duncanville Arts Commission/City Council 3000

Matching Funds (cash/in-kind) 500

Please attach a detailed budget

 In The Words Of A Sistah Stories In Ve... .pdf

Section 7: Required Documents

Document Checklist

- Completed application form. *required
- Narrative responses (Section 5) *required
- Detailed project budget (Section 6) *required
- Proof of Duncanville residency or business operation. *required
- City of Duncanville Vendor Packet (below) *required
- Portfolio or artistic samples (*required for individual artists)

Upload required documents



Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature

Name

Brenda Randall

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.



Monday, September 29, 2025

Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	Kingsmen Coffee LLC
Project Lead (if different)	Jimmy Morris
Mailing Address	714 West Wheatland Road Duncanville, Texas, 75116
Phone Number	(214) 641-2532
Email	j.morris@kingsmencoffeeco.com
How do you prefer to be contacted?	Call
Website or Social Media (if applicable)	www.kingsmencoffeeco.com
Are you a first-time applicant?	Yes

Section 2: Eligibility

Check all that apply:	Individual Artist	501(c)(3) Nonprofit
	Business Entity	City Department
	Duncanville Arts Commission	
Do you live or operate a business/studio within Duncanville, TX city limits?	Yes	

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Public Art Grant
--	-----------------------------

Section 4: Project Information

Project/Event Title	Kingsmen Live
---------------------	---------------

Brief Project Summary (2-3 sentences)

Kingsmen Coffee is hosting live local artists during what we calling "Kingsmen Live". During these times, artists, including vocalist, painters, dancers or theater groups, will perform for the Duncanville and surrounding communities.

Project Start Date Saturday, September 20, 2025

Project End Date Saturday, December 27, 2025

Location(s)

Kingsmen Coffee Co @ 714 West Wheatland Road, Duncanville, Texas 75116

Is this project open to the public?

Yes

Admission Fee (if any) 0

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

To bring local artist and community together to celebrate various holidays and monthly celebrations.

How will the project serve the Duncanville community and promote public access?

There are limited venues in Duncanville providing community centered programs. Kingsmen would like to extend its support to facilitate, at our premises, community and conversation.

How will your project promote tourism or economic development within Duncanville?

We believe the City of Duncanville is more than a city of champions, it's a bedroom community. A community that embraces family, community support and inclusion. We hope, through our elegant design and customer service, more similar businesses will join the movement to increase economic development in the great City of Duncanville.

List the individuals and organizations involved in planning or executing the project.

We work with a local promotor, Chasquis Group, who is sourcing local talent from the DFW area.

Briefly describe your marketing plan.

We plan to advertise Kingsmen Live via social media. Social media platforms include but are not limited to: Facebook, Instagram, TikTok and the Nextdoor App.

How will you evaluate the success and impact of your project?

Partner with community schools, churches and organizations to source talent and additional partnerships. Create family-friendly programming tailored to the city demographics. Finally we will showcase local venders and businesses during the Kingsmen Live programming.

Section 6: Budget

Total Project Budget 9536.00

Amount requested from the Duncanville Arts Commission/City Council 3400.00

Please attach a detailed budget



Kingsmen Live Grant Proposal.xlsx

Section 7: Required Documents

Document Checklist

- Completed application form. *required
- Narrative responses (Section 5) *required
- Detailed project budget (Section 6) *required
- Proof of Duncanville residency or business operation.
*required
- City of Duncanville Vendor Packet (below) *required

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature



Name

JIMMY MORRIS

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

Property Owner Name

JIMMY MORRIS

Property Address

706 PELT PLACE
DUNCANVILLE, TEXAS, 75116

Property Owner Signature



Thursday, September 11, 2025



Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	SarahUFinart
Mailing Address	7878 marvin d love fwy DALLAS, Texas, 75237
Phone Number	(945) 349-1980
Email	Sarahu@Sarahufineart.com
How do you prefer to be contacted?	Call
Website or Social Media (if applicable)	Sarahufineart.com https://www.instagram.com/sarahufineart/
Are you a first-time applicant?	Yes

Section 2: Eligibility

Check all that apply:	Individual Artist	Duncanville Arts Commission
Do you live or operate a business/studio within Duncanville, TX city limits?	Yes	

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Single Project Support Grant
---	---

Section 4: Project Information

Project/Event Title	Middle Age and over club
Brief Project Summary (2-3 sentences)	My goal is to make a portfolio and synopsis of the stories from woman after reaching a certain age. I want their stories to be heard through my interview and paintings as a figurative description.
Project Start Date	Wednesday, July 23, 2025

Project End Date

Wednesday, January 14, 2026

Location(s)

Any public casual outing for conversation

Is this project open to the public?

Yes

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

My purpose is to perform interviews for these women and let their stories be told universally within these sets of questions. Afterwards I will make a painting describing their lives based on those responses whether it be symbolic or through a portrait. This project will be on my website. Within those projects I will campaign my project through selling t-shirts, prints and stickers of my other artwork and the artwork in the making if the participant allows me to .

How will the project serve the Duncanville community and promote public access?

The city of Duncanville caters to an older audience, this will help bring insight to that audience that life is ambiguous and not monolithic.

How will your project promote tourism or economic development within Duncanville?

My Project will be hung in libraries, and cafes through flyers, in the duncanville city as an advertisement for those who come in the area.

List the individuals and organizations involved in planning or executing the project.

n/a

Briefly describe your marketing plan.

My marketing plan is to make a preview of my interview process, and share the flyer on my social media for others to join. Then I will make prints and t-shirts advertising my artwork once I complete those portraits.

How will you evaluate the success and impact of your project?

Really, through engagement from my community in duncanville.

Section 6: Budget

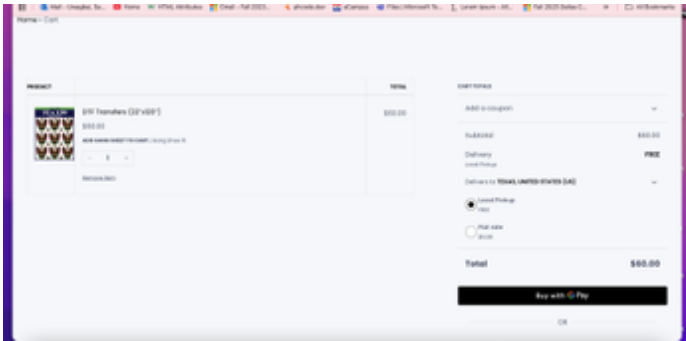
Total Project Budget

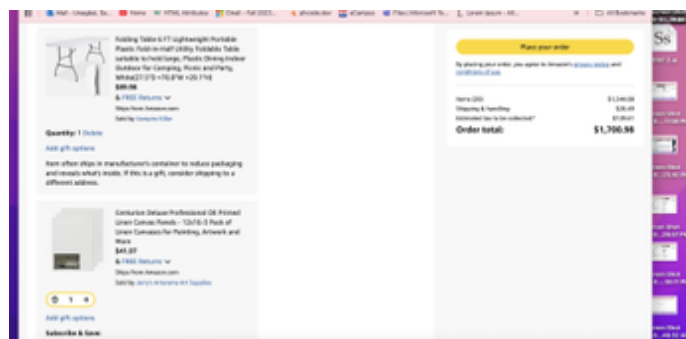
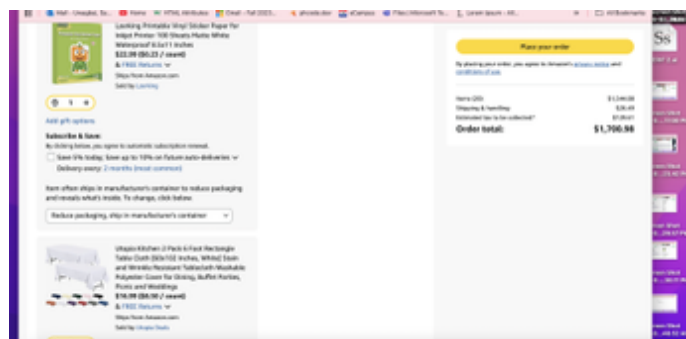
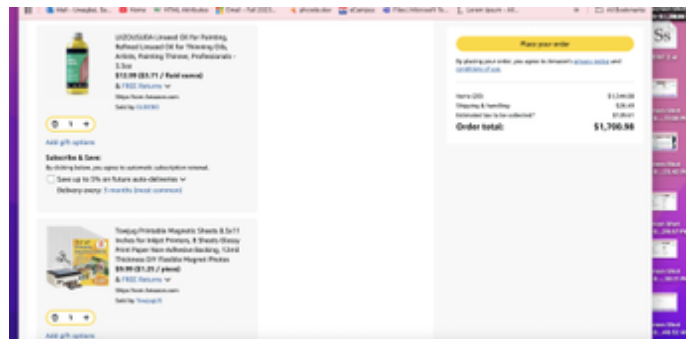
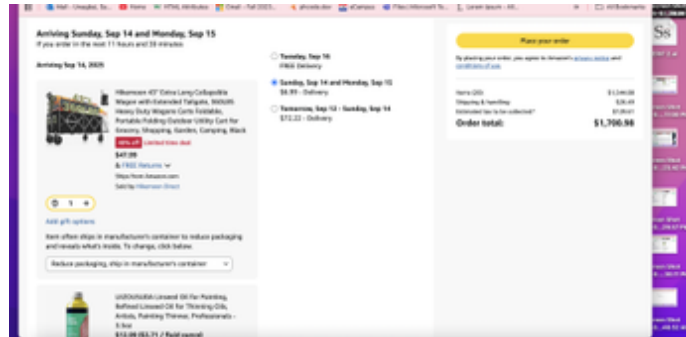
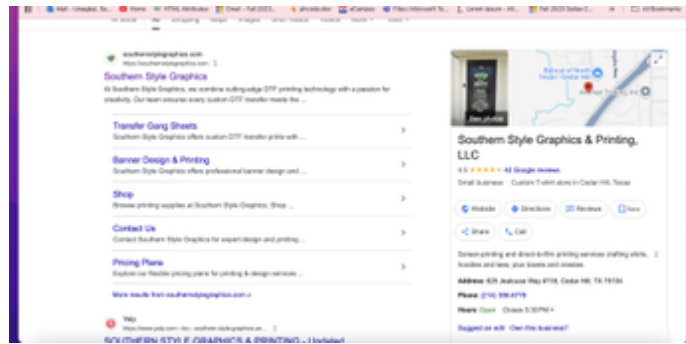
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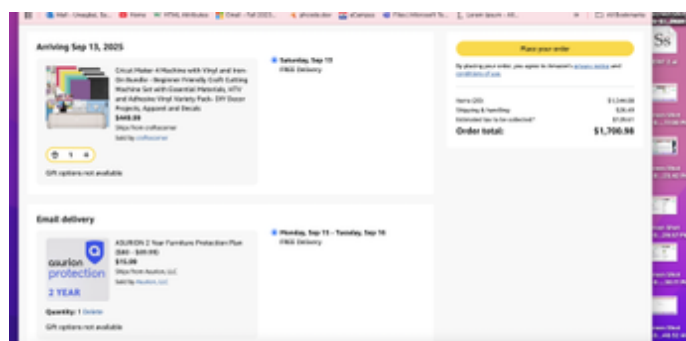
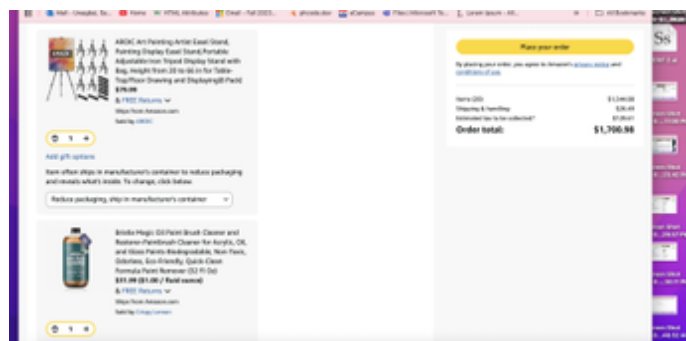
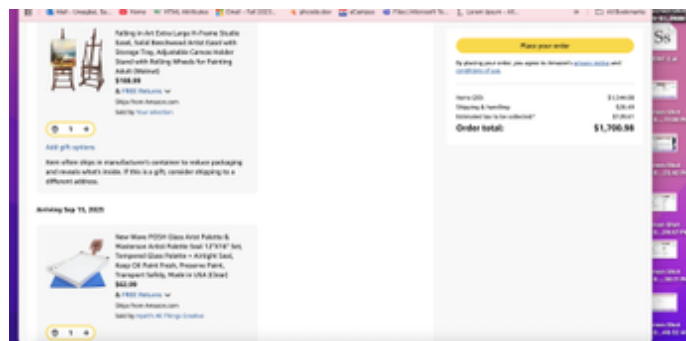
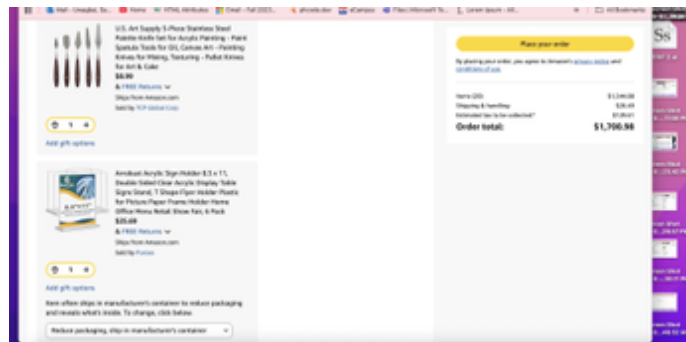
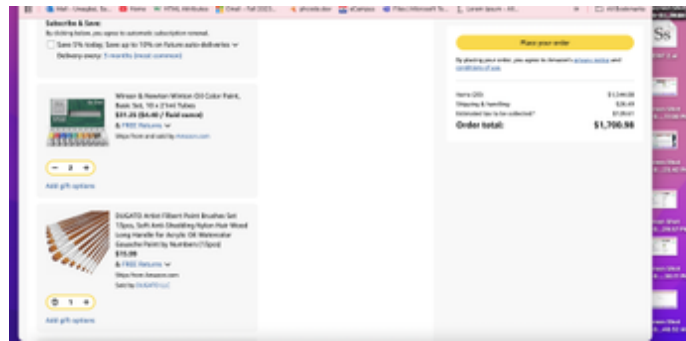
Amount requested from the
Duncanville Arts Commission/City
Council

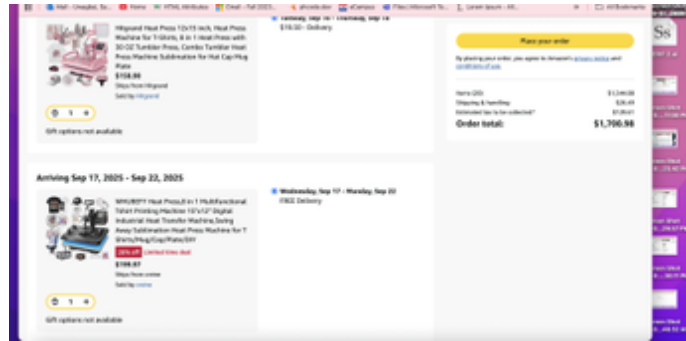
1,700

Please attach a detailed budget









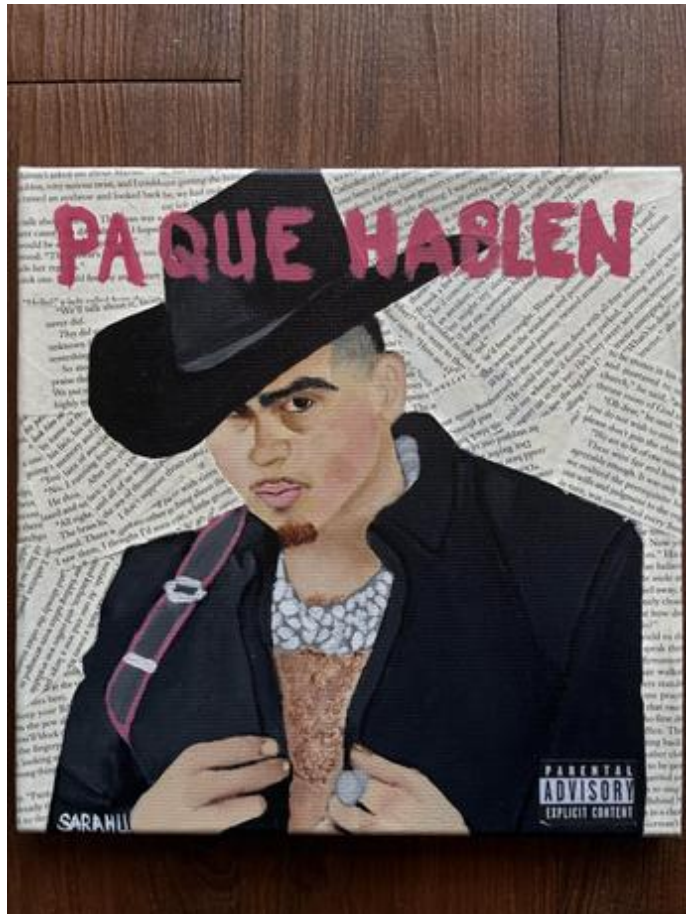
Section 7: Required Documents

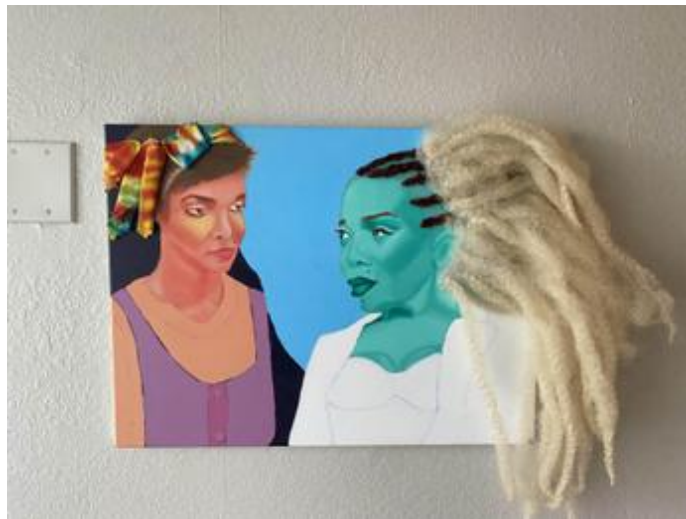
Document Checklist

- Completed application form. *required
- Narrative responses (Section 5) *required
- Detailed project budget (Section 6) *required
- Proof of Duncanville residency or business operation. *required
- City of Duncanville Vendor Packet (below) *required
- IRS 501(c)(3) determination letter (if applicable)
- Property owner support letter (*required for Public Art Grant)
- Portfolio or artistic samples (*required for individual artists)

Upload required documents











**LIVE PAINTING
with
Sarah U !**

Xela bistro
Location : 1117 S Main St,
Duncanville, TX 75137
11:30-2:30pm
09/12/2025

Instagram
[@Sarahufineart](#)
[@Xelabistro](#)

**MIDDLE AGE AND OVER CLUB
By Sarah U**



My names Sarah and I'm making a project to interview 3 black woman who are middle age and over about the universal life experience of reaching middle age. I will contribute making 3 paintings for each ladies representing their perspective on life and post their personal stories on my website as a form of inspiration and transparency. If you're interested please message me on Instagram [@Sarahufineart](#) or email me , Sarahu@sarahufineart.com



Vendor Packet - FILLABLE.68b86ce10... .pdf



31046157.pdf

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature

Name

Sarah uwagbai

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

TITLE	Arts Grant Application
DOCUMENT ID	252536058796065
DOCUMENT PAGES	11
STATUS	COMPLETED
TIME ZONE	America/Chicago

DOCUMENT HISTORY

Signed

Sep 11, 2025
01:05 PMSigned
IP: 2603:8098:1a3f:4ecd:fce5:7bcf:

Monday, September 29, 2025



Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	Bria Maiden
Mailing Address	1518 S. Greenstone Lane Duncanville, Texas, 75137
Phone Number	(214) 263-0522
Email	supafly.community@gmail.com
How do you prefer to be contacted?	Email
Website or Social Media (if applicable)	Instagram: @supafly.studio Website: https://supaflycommunity.wixsite.com/supafly
Are you a first-time applicant?	No

Section 2: Eligibility

Check all that apply:	Business Entity
Do you live or operate a business/studio within Duncanville, TX city limits?	Yes

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Single Project Support Grant
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Section 4: Project Information

Project/Event Title	Supafly Winter WonderDance
----------------------------	----------------------------

Brief Project Summary (2-3 sentences)

The Supafly Winter WonderDance is the culminating event of our 12-week dance program, celebrating the hard work, creativity, and growth of our students. This showcase will feature live performances by program participants, highlighting the skills and routines they have learned throughout the season. In addition to student performances, the event will spotlight local artists, creating a vibrant and inspiring community celebration of dance, music, and culture.

Project Start Date Friday, December 12, 2025

Project End Date Friday, December 12, 2025

Location(s)

202 W. Center St. Duncanville, TX
or
Duncanville Community Theater

Is this project open to the public?

Yes

Admission Fee (if any) 0

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

The purpose of the Supafly Winter WonderDance is to provide a platform for youth to share the skills, creativity, and confidence they have developed during Supafly's 12-week dance program. This event not only highlights their growth as performers but also emphasizes the importance of collaboration and self-expression through the art of dance. By celebrating their achievements in front of family, friends, and community members, the showcase fosters motivation for continued artistic exploration.

The artistic vision of the project is to create an immersive and inspiring experience that blends student performances with contributions from local artists, reflecting the cultural richness and diversity of the community.

How will the project serve the Duncanville community and promote public access?

The Supafly Winter WonderDance is designed to serve the Duncanville community by creating an inclusive space where youth, families, and local artists can come together to celebrate creativity and self-expression. By featuring performances from students in our 12-week program alongside local artists, the showcase highlights the talent within the community and encourages cultural engagement.

The event promotes public access by being open to the community, with opportunities for attendees to experience high-quality dance performances, connect with local artists, and enjoy a family-friendly environment with food and refreshments. This showcase strengthens community ties, supports youth development, and encourages broader appreciation of the arts in Duncanville.

How will your project promote tourism or economic development within Duncanville?

The Supafly Winter WonderDance will contribute to tourism and economic development in Duncanville by attracting families, friends, and visitors from surrounding areas to attend the event. This influx of attendees encourages local spending at nearby restaurants, shops, and services, supporting small businesses and strengthening the local economy.

Additionally, by highlighting the city as a hub for youth arts and cultural programming, the showcase helps position Duncanville as a destination for community-focused events and creative experiences. Featuring local artists alongside student performers also promotes collaboration and visibility for local talent, further fostering opportunities for cultural entrepreneurship and economic growth within the city.

List the individuals and organizations involved in planning or executing the project.

Supafly Studio, Duncanville Community Theater, Local Duncanville Talent, CypherDallas,

Briefly describe your marketing plan.

The Supafly Winter WonderDance will be promoted through a combination of digital and community-based strategies. Social media platforms (Instagram, Facebook, and TikTok) will share event updates, student

highlights, and behind-the-scenes content to engage audiences online. Flyers and posters will be distributed at local schools, recreation centers, and community spaces to reach families and youth in the Duncanville area.

Additionally, partnerships with local businesses, media outlets, and community organizations will help spread awareness and encourage attendance. Word-of-mouth promotion from students, families, and local artists will further amplify the event’s reach.

How will you evaluate the success and impact of your project?

The success and impact of the Supafly Winter WonderDance will be evaluated through a combination of attendance tracking, audience feedback, and participant growth. A ticket system will be used to monitor attendance, providing a clear measure of community engagement and reach. Collecting basic information from attendees, such as age range, zip code, and whether they are local or visiting. This will help assess the event’s impact on the Duncanville community and surrounding areas. In addition, feedback surveys will be offered to both audience members and participants to capture qualitative insights about their experience, enjoyment, and perception of the performances.

Section 6: Budget

Total Project Budget \$20,000

Amount requested from the Duncanville Arts Commission/City Council \$20,000

Please attach a detailed budget

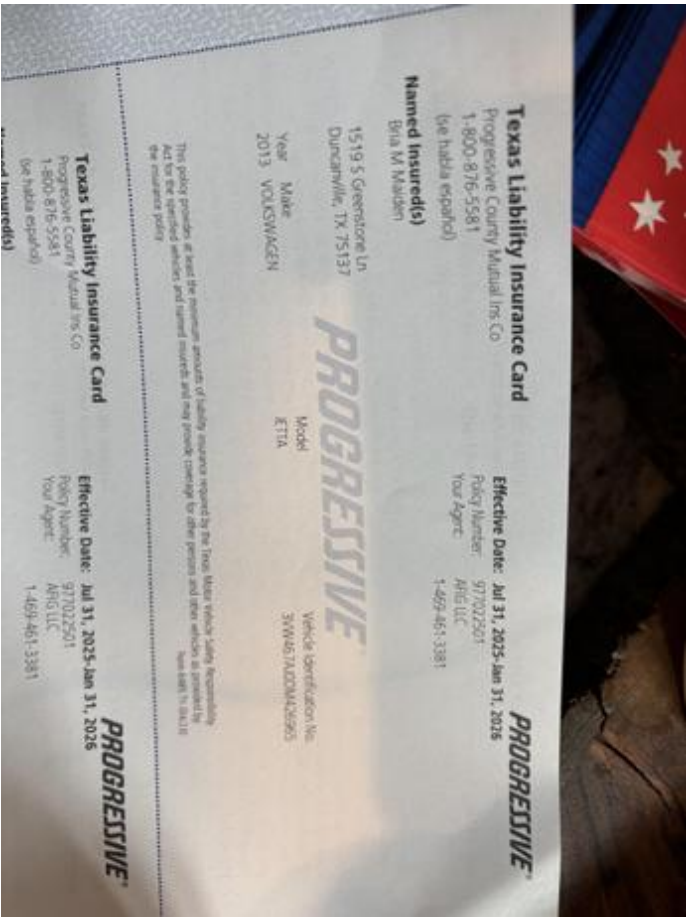
 Supafly Winter Showcase Budget-2.pdf

Section 7: Required Documents

Document Checklist

- Completed application form. *required
- Narrative responses (Section 5) *required
- Detailed project budget (Section 6) *required

Upload required documents



Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature

Bria M Maiden

Name

Bria Maiden

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

**Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, October 21, 2025**

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, October 21, 2025, at 5:00 PM in the Council Briefing Room at City Hall with a quorum to wit:

Council Present: Mayor Greg Contreras
Mayor Pro-Term DeMonica Gooden
Councilmember Don McBurnett
Councilmember Jeremy Koontz
Councilmember Karen Cherry-Brown
Councilmember Kyle Pennebaker

Council Arriving At:

Council Absent: Councilmember Joe Veracruz

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

Mayor Contreras read the item into the record, and Interim City Manager Richard Abernethy reviewed each item.

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

The Briefing Session was adjourned at 6:05 p.m. to convene into Executive Session.

A. Briefing on Proposed Changes to Boards and Commissions Ordinance

Presented by Assistant City Manager-Community Mark Rauscher.

B. Planning and Zoning Commission Annual Report Presentation

Presented by Assistant Planning Director LaSheyla Jones.

EXECUTIVE SESSION

The Executive Session was called into session at 6:07 p.m., and Mayor Contreras read the item into the record.

The Council closed the Executive Session at 7:14 p.m.

- A. City Council shall convene into closed session pursuant to Section 551.072, 551.087 to deliberate the purchase, exchange, lease of real properties, being located east of Santa Fe Trail, north of Danieldale Road, west of Cockrell Hill Road, and south of Camp Wisdom Road, and to seek legal advice from City Attorney regarding such real property.

REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M. OR IMMEDIATELY FOLLOWING THE 6:00 PM WORK SESSION/BRIEFING)

The City Council convened into Regular Session in the Council Chambers at 7:24 p.m. with Mayor Contreras presiding.

Councilmember Koontz delivered the invocation.

Mayor Contreras led the Pledge of Allegiance and Texas Pledge.

4. REPORTS

A. Mayor's Report

Mayor Contreas reported on the visitors from Duncanville's Sister City, Monasterolo Di Savigliano. He thanked all of those involved in planning this event.

B. Councilmembers' Report

Councilmember McBurnett reviewed past and future events happening in the city. Councilmember Cherry-Brown also reported on the Sister Cities visit. Councilmember Gooden reminded everyone to vote in the November 4th Charter Election. She also reported on the Arts Commission and commended the members of the board on their work.

C. City Manager's Report

City Manager Abernethy updated everyone that the Munis Tyler payment portal for Utility Billing is now working. He also reported that the Comprehensive Plan document is being finalized and hopes to have it available on the website by the end of the week. The Fieldhouse will be hosting a College Basketball Showcase in 2026.

5. PROCLAMATIONS AND PRESENTATIONS

None

6. CITIZENS' INPUT

In-person citizen comments will be heard during the Regular Session. In keeping with the City Council's Rules of Procedure adopted on June 4, 2024, electronic mail comments will no longer be read aloud. Paper copies will be provided to the City Council at the dais. The comments will be made a part of the public record in the minutes. "Pursuant to Section 551.007 of the Texas

Gov't Code, any member of the public has the opportunity to address the City Council concerning any matter of public business or any posted agenda item; however, the Act prohibits the City Council from deliberating any issues not on the public agenda and such non-agenda issues may be referred to City staff for research and any future action; all persons addressing are subject to council adopted rules and limitations permitted by law" At this time, two-minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council meeting. In accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions at this time. Issues may be referred to City Staff for research and possible future action.

Jenny Cabrera 1142 Ski Drive - Parking on Sun Valley Drive
Brenda Jones 306 Morning Dove Dr. - Main & Danieldale Intersection (did not speak)
Dario Cresetto 900 Hideaway Place DeSoto - Sister City
Glenn Repp 1103 S. Greenstone Ln - Sister City
Gary Bennett 215 Calder Ave - cat problem (email)
Earl Anderson 942 Fairway Dr. – bush and water system repair (email)

7. **CONSENT AGENDA**

The following may be acted upon in one motion. A City Councilmember may request items be removed from the Consent Agenda for individual consideration.

- A. **Consider the minutes for September 2nd and 16th, 2025, City Council Meetings and the September 9th, 23rd, and 30th Special Meetings.**
- B. **Consider appointments to fill vacancies on Boards and Commissions**

RES 2025-543
- C. **Consider the regular City Council Meeting dates for 2026.**
- D. **Consider a Resolution Denying Oncor Electric's Requested Rate Change**

RES 2025-544
- E. **Consider an Ordinance amending the Code of Ordinances by amending Chapter 5, "Buildings and General Building Regulations," Article II, "Building Code," Division 2, "International Building Code," by repealing Division 2, "International Building Code," in its entirety, including amendments thereto; and replacing the 2015 Edition of the International Building Code with a new Division 2, "International Building Code," to adopt the provisions of the**

International Building Code (IBC), 2021 Edition, as the City of Duncanville International Building Code along with the International Residential Code, International Mechanical Code, International Plumbing Code, International Fuel Gas Code, International Existing Building Code, International Fire Code, the 2023 National Electrical Code (NEC), and the amendments thereto.

ORD 2555, ORD 2556. ORD 2557, ORD 2558, ORD 2559, ORD 2560, ORD 2561, ORD 2562, ORD 2563, ORD 2564, ORD 2565, ORD 2566, ORD 2567

- F. Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with Bureau Veritas North America, Inc. for third-party inspection services through Choice Partners Contract 24/053TC-01 for a one-year term with a renewal option for three additional one-year terms in a contract amount not to exceed \$55,000.00.**

RES 2025-545

- G. Consider a Resolution approving the terms and conditions of the Interlocal Agreement between the North Central Texas Council of Governments and the City of Duncanville for implementation of the Work Zone Data Exchange Program.**

RES 2025-546

- H. Consider a Resolution approving the terms and conditions of the NueGov Transportation as a Service Agreement between NavJoy, Inc. and the City of Duncanville to implement the NueGOV platform as part of the Work Zone Data Exchange Program in an amount not to exceed \$219,140.00.**

RES 2025-547

- I. Consider a Resolution authorizing a two-year renewal lease agreement by and between the City of Duncanville and the leasing company for undercover uses in the estimated total expenditure amount of \$95,400.00.**

RES 2025-548

- J. Consider a Resolution authorizing the execution of a Title III Federal Service Agreement with the Dallas Area Agency on Aging for the time period of October 1, 2025 through**

September 30, 2026.

RES 2025-549

- K. **Consider a Resolution approving a grant agreement between the Duncanville Community and Economic Development Corporation and the City of Duncanville in the amount of \$359,429 as funding for increased policing activities and equipment in commercially zoned areas of the city as part of the FY 2025-2026 Budget adopted by the City Council on September 16, 2025.**

RES 2025-550

- L. **Consider a Resolution approving a grant agreement between the Duncanville Community and Economic Development Corporation and the City of Duncanville in the amount of \$349,582 providing funding to assist the Parks and Recreation Department for seasonal landscaping and maintenance along key corridors of the city as part of the FY 2025-2026 Budget adopted by the City Council on September 16, 2025.**

RES 2025-551

- M. **Consider a Resolution Approving an Administrative Services Agreement Between the City of Duncanville and the Duncanville Community and Economic Development Corporation (DCEDC) in the amount of \$242,000 as Provided Under Section 8 (Contracts for Service) of the DCEDC Bylaws.**

RES 2025-552

Councilmember Don McBurnett made a motion to approve the consent agenda, Mayor Pro Tem DeMonica Gooden seconded the motion. The vote was cast 6 for, 0 against.

8. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. **Take any necessary action as a result of the Executive Session.**

No action taken.

- B. **Consider casting a ballot for the Region 13 Director for the Texas Municipal League.**

Presented by City Secretary Chiquita Taylor.

Councilmember McBurnett suggested the council consider candidates from the Best Southwest area, which are Stanley Jaglowski from Lancaster and Crystal Chism from DeSoto. Votes cast were:

Crystal Chism - 1

Stanley Jaglowski - 5.

Duncanville voted to cast its vote for Stanley Jaglowski.

C. **Consider a Resolution approving a Hotel Occupancy Tax Fund Grant for the 2026 Fiscal Year budget in an amount not to exceed \$115,000 to Hoopfest Basketball, LLC.**

Presented by Project Manager Angel Deal and Glen Smith with Hoopfest Basketball, LLC.

The council agreed to vote on the Hoopfest event and the NIL (Name, Image, and Likeness) Financial Literacy event separately.

Angel Deal reported that the expenses associated with the NIL event are speakers, marketing, and print costs, with a recommended grant of \$20,000. This is a reimbursement.

Councilmember Cherry-Brown asked about the audience for the NIL financial event. The audience would be the players, parents, and any student-athletes in the area. Councilmember McBurnett asked for a breakdown of the meaning of NIL and how this is beneficial. Mr. Smith explained NIL stands for Name, Image, and Likeness. This is where athletes can now be paid for the use of their name, image, and likeness for jersey sales and name use.

This event is to assist the athlete and their family with financial literacy in managing the funds received from NIL sales and endorsements.

Mayor Pro Tem DeMonica Gooden made a motion to approve the NIL event for \$20,000. Councilmember Karen Cherry-Brown seconded the motion. The vote was cast 5 for, 1 against. (Councilmember Don McBurnett)

Councilmember Don McBurnett made a motion to approve the Hoopfest event for \$85,000. Councilmember Karen Cherry-Brown seconded the motion. The vote was cast 6 for, 0 against.

RES 2025-553

- D. **Consider a Resolution Approving an Economic Development Agreement between the Duncanville Community and Economic Development Corporation (DCEDC) and Tracy Shook, for the development and expansion of Kim and Jenny's Cafe, located at 586 E. Wheatland Road, Duncanville, TX, 75516, in the amount of \$135,000, categorizing this project as a business expansion and retention incentive.**

Presented by Economic Development Director Victor Barrera.

Councilmember Jeremy Koontz made a motion to approve the item as stated. Councilmember Kyle Pennebaker seconded the motion. The vote was cast 6 for, 0 against.

RES 2025-554

- E. **Consider a Resolution acknowledging receipt of documentation and commitment from KKMD Investments, LLC pursuant to the Purchase and Sale Agreement for 720 E. IH20.**

The item was pulled to be brought back at the November 4th meeting.

- F. **Consider a resolution approving an incentive agreement by the Duncanville Community & Economic Development Corporation (DCEDC) with Redbird Skateland Inc in an amount not to exceed \$6,871.50 for a pavement grant at 1206 Duncanville Road, Duncanville, Texas 75116.**

Presented by Economic Development Coordinator Marcela Perez.

Councilmember Kyle Pennebaker made a motion to approve the item as stated Councilmember Don McBurnett seconded the motion. The vote was cast 6 for, 0 against.

RES 2025-556

- G. **Conduct a public hearing (Case# ZONE-2025-00008) for consideration and action regarding the request of Elizabeth Arcos, applicant, for a Specific Use Permit (SUP) to allow for the operation of Animal Services, No Outside Pens, on real property located at 202 W. Center Street, legally described as Original Town Duncanville, Block 8 & Part Block 7 ACS 3.347 to the City of Duncanville, Dallas County, Texas.**

Presented by LaSheyla Jones.

Mayor Contreras opened the public hearing at 8:38 p.m.
The applicant, Elizabeth Arcos, spoke in support of this item.
Stan Smith 115 E. Davis
No one spoke in opposition to this item.

Councilmember Don McBurnett made a motion to close the public hearing, and Councilmember Jeremy Koontz seconded the motion. The vote was cast 6 for,0 against.

Mayor Contreras closed the public hearing at 8:42 p.m.

Councilmember Don McBurnett made a motion to approve the item as stated Councilmember Kyle Pennebaker seconded the motion. The vote was cast 6 for, 0 against.

APPROVED

- H. **Conduct a public hearing (Case# ZONE-2025-00010) for consideration and action regarding the request of Brianna Baugh (applicant) and Martha Fermin (owner), for a Zoning Change from Neighborhood Office/Retail (NOR) to Downtown District Urban Living (DD-UL) to allow for construction of a duplex, legally described as Block 1, Part of Lot 15 of Original Town Duncanville, on real property located at 314 N. Hastings Street, City of Duncanville, Dallas County, Texas.**

Presented by LaSheyla Jones.

Mayor Contreras opened the public hearing at 8:48 p.m.
Applicant Brianna Baugh spoke in support of this item
No one spoke in opposition to this item.

Councilmember Don McBurnett made a motion to close the public hearing, and Councilmember Cherry-Brown seconded the motion. The vote was cast 6 for,0 against.

Mayor Contreras closed the public hearing at 8:50 p.m.

Mayor Contreras asked about the diagonal cut on the west side of the building and about the setback for the garage. Ms. Jones stated that this property is on the property line. Mayor Contreras has some concerns that this item does not include a variance for the setback. Councilmember Koontz stated that this property has

some historical significance. He asked if the applicant was interested in applying for a variance or reorienting the property to preserve the historic asset. Ms. Baugh stated they are interested in preserving the building as well and would be okay with requesting a variance or reorienting the building. This would require sending the item back to Planning and Zoning for review.

Councilmember Don McBurnett made a motion to remand this item back to the Planning and Zoning Commission. Councilmember Karen Cherry-Brown seconded the motion. The vote was cast 6 for, 0 against.

TABLED

- I. **Conduct a public hearing (Case# ZONE-2025-00015) for consideration and action regarding the request of Alma M. Cartwright, the applicant and owner. The applicant and owner are requesting approval of a rezone from Planned Development (PD) to Duplex Residential District (TF-7). The subject property, located on a 1.68 acre tract of land situated in the A.M.G. Merrill Survey, Abstract No. 884, being part of a tract of land conveyed to the City of Duncanville, more commonly known as 400 E. Center, City of Duncanville, Dallas County, Texas.**

Presented by LaSheyla Jones.

Mayor Contreras opened the public hearing at 9:03 p.m.
Applicant James Cartwright spoke in support of this item.
No one spoke in support or opposition to this item.

Councilmember Don McBurnett made a motion to close the public hearing, and Councilmember Jeremy Koontz seconded the motion. The vote was cast 6 for, 0 against.

Mayor Contreras closed the public hearing at 9:08 p.m.

Councilmember Jeremy Koontz made a motion to approve the item as stated Councilmember Don McBurnett seconded the motion. The vote was cast 6 for, 0 against.

APPROVED

- J. **Conduct a public hearing (Case# ZONE-2025-00016) for consideration and action regarding the request of by Omar Martinez, applicant, for a Specific Use Permit (SUP) to allow**

for the use of an auto dealership, used only, legally described as Block 2, Lot 9 of Woodhaven Addition, on real property located at 510 E. Red Bird Lane, City of Duncanville, Dallas County, Texas.

Presented by LaSheyla Jones.

Mayor Contreras opened the public hearing at 9:17 p.m.
No one spoke in support or opposition to this item.

Councilmember Don McBurnett made a motion to close the public hearing, and Mayor Pro Tem DeMonica Gooden seconded the motion. The vote was cast 6 for, 0 against.

Mayor Contreras closed the public hearing at 9:18 p.m.

Councilmember Kyle Pennebaker made a motion to approve the item as stated Councilmember Don McBurnett seconded the motion. The vote was cast 4 for, 2 against (Mayor Pro Tem DeMonica Gooden and Councilmember Jeremy Koontz)

APPROVED

9. STAFF AND BOARD REPORTS

A. Fire Department Quarterly Report

Presented by Fire Chief Chris Conneally.

B. Police Department Quarterly Report

Presented by Assistant Police Chief Ron Wilcots.

ADJOURNMENT

The meeting was adjourned at 9:55 p.m.

APPROVED:

CITY SECRETARY



STAFF REPORT

MEETING: City Council - November 4, 2025

TITLE:

Consider a resolution to purchase Dell computers from Weaver Government Solutions, not to exceed \$130,400.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

Develop: Infrastructure Improvement Strategy

- **Ensure the viability and adaptability of the city’s infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:

Clayton Ganzer, IT Director

BACKGROUND/HISTORY:

The City's IT Department purchases computers (desktops and laptops) and related equipment, such as monitors, keyboards, mice, and docking stations/stands. City staff uses this equipment as part of their daily tasks. Dell is the manufacturer of choice for the City of Duncanville because of the reliability of Dell products and support. The IT Department is familiar with Dell devices, and Dell is a Texas-based company. Weaver Government Solutions, LLC is a HUB compliant vendor based in Texas and has submitted the best value bid to provide the necessary computers and accessories from Dell, through Texas DIR contract DIR-CPO-5792. The City's IT Department is requesting a not to exceed authorization in the amount of \$130,400 for Fiscal Year 2026 to procure these devices. This project and funding source has previous Council approval on 8/5/2025. The attached quote (Exhibit A) is only for the first round purchase, as we have limited space and resources for which we can receive and process at one time.

POLICY EXPLANATION:

Computer hardware and related equipment are available from Weaver Government Solutions, LLC through the Texas Department of Information Resources contract. Purchases could exceed \$100,000.00 this fiscal year and therefore Council's approval for purchases is required.

FUNDING SOURCE:**ORG and Object Number**

032-700232

Available Budget	Purchase Amount	After Encumber
\$166,400	\$130,400	\$36,000

ACTION ALTERNATIVES:

1. 1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

Exhibit A, DIR-CPO-5792 Contract, Resolution - Weaver



We have prepared a quote for you

City of Duncanville | Dell Computers

Quote # 004887
Version 1

Prepared for:

City of Duncanville

Clayton Ganzer
clayton.ganzer@duncanvilletx.gov

Texas Certified HUB 18637 1863737568500 / 531301



Purchasing Contract

Texas Order Fulfiller DIR TSO 5792

Hardware

Description		Price	Qty	Ext. Price
210-BRPX	Dell Pro Dock - WD25	\$126.25	24	\$3,030.00
210-BKSF	Dell UltraSharp 27 Monitor - U2724D	\$282.05	24	\$6,769.20
210-BPCJ	Dell Pro 16 Plus PB16250	\$1,136.01	50	\$56,800.50
Subtotal:				\$66,599.70

City of Duncanville | Dell Computers

Prepared by:**Weaver Government Solutions**

Taylor Fairweather-Leitch
512-436-0415 Ext 742
taylor.leitch@weavertech.us

Ship To:**City of Duncanville**

203 E Wheatland Rd
Duncanville, TX 75116
Clayton Ganzer
(972) 780-5076
clayton.ganzer@duncanvilletx.gov

Quote Information:**Quote #: 004887**

Version: 1
Expiration Date: 09/26/2025

Quote Summary

Description	Amount
Hardware	\$66,599.70
Total:	\$66,599.70

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

SKU	Description	Qty
	Dell Pro Dock - WD25	24
210-BRPX	Dell Pro Dock - WD25	24
718-2029	Dell Limited Hardware Warranty	24
718-2030	Advanced Exchange Service 3 Years	24
SKU	Description	Qty
	Dell UltraSharp 27 Monitor - U2724D	24
210-BKSF	Dell UltraSharp 27 Monitor - U2724D	24
814-5380	Dell Limited Hardware Warranty	24
814-5381	Advanced Exchange Service, 3 Years	24
SKU	Description	Qty
	Dell Pro 16 Plus PB16250	50
210-BPCJ	Dell Pro 16 Plus (PB16250) XCTO Base	50
379-BFXG	Intel(R) Core(TM) Ultra 5 236V vPro(R) (40 TOPS NPU, 8 cores, up to 4.7 GHz) with 16GB Memory	50
619-BBGL	Windows 11 Pro, Copilot+ PC	50
370-BCNS	16 GB: LPDDR5x, 8533 MT/s (onboard)	50
338-CRJK	Integrated Intel® Arc™ graphics for Intel® Core™ Ultra 5 236V vPro® processor, 16 GB LPDDR5x memory	50
400-BSLJ	512 GB SSD	50
619-BBPD	English, French, Spanish, Brazilian Portuguese	50
391-BJPT	16", Non-Touch, FHD+, 300 nit, 45% NTSC, Anti-Glare, FHD+IR Cam	50
346-BLJG	No Fingerprint Reader, No Smart Card Reader, No RJ-45	50

319-BBKH	FHD HDR + IR Camera, Facial Recognition, TNR, Camera Shutter, Microphone	50
583-BMQF	English US backlit Copilot key keyboard with numeric keypad	50
570-AADK	No Mouse	50
555-BLRT	Intel® BE201 WLAN Driver	50
555-BLMQ	Intel Wi-Fi 7 BE201, 2x2, 802.11be, Bluetooth 5.4 wireless card	50
556-BBCD	No Mobile Broadband Card	50
451-BDKX	3-cell, 55 Wh, ExpressCharge Capable, ExpressCharge Boost Capable	50
492-BDTG	65W AC adapter, USB Type-C	50
537-BBDO	E4 Power Cord 1M for US	50
340-DTVS	Quick Start Guide	50
340-DNBV	Documentation	50
387-BBLW	ENERGY STAR Qualified	50
817-BBBB	Custom Configuration	50
340-DSLY	Dell Pro 16 Plus Mix Model	50
800-BBQN	BTO Standard Shipment (S)	50
389-BCGW	No UPC/EAN Label	50
379-BDZB	EPEAT 2018 Registered (Gold)	50
389-FJMH	Intel Core Ultra 5 vPro Processor Label	50
409-BCWL	iRST not selected	50
321-BLQD	No WWAN (WLAN only) Tray	50

631-BCBJ	Intel® vPro® Enterprise Technology Enabled	50
640-BBTF	Intel(R) Connectivity Performance Suite	50
714-0464	Dell Limited Hardware Warranty	50
714-6658	Onsite/In-Home Service After Remote Diagnosis, 1 Year	50
714-6680	Onsite/In-Home Service After Remote Diagnosis, 3 Year Extended	50
975-3461	Dell Limited Hardware Warranty Extended Year(s)	50
340-CKSZ	No AutoPilot	50
630-ABBT	Activate Your Microsoft 365 For A 30 Day Trial	50
658-BFVB	Dell Additional SW - Dell Pro Laptop	50
650-AAAM	No Anti-Virus Software	50
620-AALW	OS-Windows Media Not Included	50

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCT, SERVICES, AND RELATED SERVICES
Dell Marketing L.P.

1 INTRODUCTION

1.1 Parties

This contract for Dell Branded Products and Related Services (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Dell Marketing L.P., a Texas Limited Partnership (hereinafter "Successful Respondent"), with its principal place of business at One Dell Way, Round Rock, TX 78664.

1.2 Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-582, on 9/06/2023, for Dell Branded Products and Related Services (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-582, shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

- A. For transactions under this Contract, the order of precedence shall be as follows:
1. this Contract;
 2. **Appendix A, Standard Terms and Conditions;**
 3. **Appendix B, Successful Respondent's Historically Underutilized Businesses Subcontracting Plan;**
 4. **Appendix C, Pricing Index;**
 5. **Appendix D, Service Agreement template;**
 6. **Appendix E, Master Operating Lease Agreement;**
 7. **Appendix F, Master Lease Agreement;**
 8. **Exhibit 1, RFO DIR-CPO-TMP-582, including all Addenda; and**

9. **Exhibit 2, Successful Respondent's Response to RFO DIR-CPO-TMP-582,** including all Addenda.
- B. Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent.

1.4 Definitions

Capitalized terms used but not defined herein have the meanings given to them in **Appendix A, Standard Terms and Conditions.**

2 TERM OF CONTRACT

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with one (1) optional two-year renewal and one (1) optional one-year renewal (each, a "Renewal Term"). Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

3 OPTION TO EXTEND

Successful Respondent agrees that DIR may require continued performance under this Contract at the rates specified in this Contract following the expiration of the Initial Term or any Renewal Term. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed ninety (90) calendar days. Such extension of services shall be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to the Successful Respondent.

4 PRODUCT AND SERVICE OFFERINGS

Products and services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-582 for Dell Branded Products and Related Services. At DIR's sole discretion, Successful Respondent may incorporate

changes or make additions to its product and service offerings, provided that any changes or additions must be within the scope of the RFO.

5 PRICING

5.1 Pricing Index

Pricing to Customers shall be as set forth in **Appendix C, Pricing Index**, and shall include the DIR Administrative Fee (as defined below).

5.2 Customer Discount

- A. The minimum Customer discount for all products and services will be the percentage off List Price (as defined below) or MSRP (as defined below), as applicable, as specified in **Appendix C, Pricing Index**. Successful Respondent shall not establish a List Price or MSRP for a particular solicitation. For purposes of this Section, "List Price" is the price for a product or service published in Successful Respondent's price catalog (or similar document) before any discounts or price allowances are applied. For purposes of this Section, "MSRP," or manufacturer's suggested retail price, is the price list published by the manufacturer or publisher of a product and available to and recognized by the trade.
- B. Customers purchasing products or services under this Contract may negotiate additional discounts with Successful Respondent. Successful Respondent and Customer shall provide the details of such additional discounts to DIR upon request.
- C. If products or services available under this Contract are provided by Successful Respondent at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract, or (ii) any other customer under the same terms and conditions provided for the State for the same products and services under this contract, then the price of such products and services under this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Successful Respondent for a quantity of one (1), but does not apply to volume or special pricing purchases. DIR or an eligible Customer shall notify and provide evidence of better pricing to the Successful Respondent within ten (10) days of Successful Respondent providing a lower price as described in this Section to an eligible Customer, and Successful

Respondent shall inform DIR upon receiving such notice. This Contract shall be amended within ten (10) days to reflect such lower price, not retroactive to previous purchases.

5.3 Changes to Prices

- A. Subject to the requirements of this section, Successful Respondent may change the price of any product or service upon changes to the List Price or MSRP, as applicable. Discount levels shall not be subject to such changes, and will remain consistent with the discount levels specified in this Contract.
- B. Successful Respondent may revise its pricing by publishing a revised pricing list, subject to review and approval by DIR. If DIR, in its sole discretion, finds that the price of a product or service has been increased unreasonably, DIR may request that Successful Respondent reduce the pricing for the product or service to the level published before such revision. Upon such request, Successful Respondent shall either reduce the pricing as requested, or shall remove the product or service from the pricing list for this Contract. Failure to do so will constitute an act of default by Successful Respondent.

5.4 Shipping and Handling

Prices to Customers shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees may be charged to Customers for standard shipping and handling. If a Customer requests expedited or special delivery, Customer will be responsible for any additional charges for expedited or special delivery.

6 DIR ADMINISTRATIVE FEE

- A. Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the "DIR Administrative Fee"). The amount of the DIR Administrative Fee shall be fifty hundredths of a percent (0.50%) of all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$500.
- B. All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the term of this Contract, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

7 INTERNET ACCESS TO CONTRACT AND PRICING INFORMATION

In addition to the requirements listed in **Appendix A, Section 7.2, Internet Access to Contract and Pricing Information**, Successful Respondent shall include the following with its webpage:

- A. A current price list or mechanism to obtain specific contract pricing;
- B. MSRP/list price or DIR Customer price;
- C. Discount percentage (%) off MSRP or List Price;
- D. SOW Instructions; Resulting Purchase Orders must reference DIR contract number;
- E. Warranty policies; and
- F. Return policies.

8 USE OF ORDER FULFILLERS

8.1 Authorization to Use Order Fulfillers

Subject to the conditions in this Section 8, DIR agrees to permit Successful Respondent to utilize designated order fulfillers to provide products, services, and support resources to Customers under this Contract ("Order Fulfillers").

8.2 Designation of Order Fulfillers

- A. Successful Respondent may designate Order Fulfillers to act as the distributors for products and services available under this Contract. In designating Order Fulfillers, Successful Respondent must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. DIR and Successful Respondent will agree on the number of Order Fulfillers that are Historically Underutilized Businesses as defined by the CPA.
- B. In addition to the required Subcontracting Plan, Successful Respondent shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.
- C. DIR reserves the right to require Successful Respondent to rescind any Order Fulfiller participation or request that Successful Respondent name additional Order Fulfillers should DIR determine it is in the best interest of the State.

- D. Successful Respondent shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of this Contract. Successful Respondent shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of this Contract.
- E. Successful Respondent may qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Successful Respondent's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the criteria.
- F. Successful Respondent shall not prohibit any Order Fulfiller from participating in other procurement opportunities offered through DIR.

8.3 Changes in Order Fulfiller

Successful Respondent may add or remove Order Fulfillers throughout the term of this Contract upon written authorization by DIR. Prior to adding or removing Order Fulfillers, Successful Respondent must make a good faith effort to revise its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Successful Respondent shall provide DIR with its updated Subcontracting Plan and the Order Fulfillers information listed above.

8.4 Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall be in accordance with Section 5.

9 NOTIFICATION

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Lisa Massock or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700

If sent to Successful Respondent:

Joann Tamez
Dell Marketing L.P.
One Dell Way Round Rock, TX 78664
Phone: (512) 813-1905
joann_tamez@dell.com

10 SOFTWARE LICENSE, LEASE, AND SERVICE AGREEMENTS

10.1 Software License Agreement

- A. Customers acquiring software licenses under this Contract shall hold, use, and operate such software subject to compliance with the Software License Agreement. Customer and Successful Respondent may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Successful Respondent. Successful Respondent shall make the Software License Agreement terms and conditions available to all Customers at all times.
- B. Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement.

10.2 Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in **Appendix D** of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Successful Respondent and DIR. Successful Respondent and Customer may agree to terms and conditions that do not diminish or lessen the rights or protections of the Customer or the responsibilities or liabilities of Successful Respondent.

10.3 Master Operating Lease Agreement

DIR and Successful Respondent hereby agree that Successful Respondent is authorized to utilize the Master Operating Lease Agreement in **Appendix E** of this Contract for

Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR Contracts.

10.4 Master Lease Agreement

DIR and Successful Respondent hereby agree that Successful Respondent is authorized to utilize the Master Lease Agreement in **Appendix F** of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

11 CONFLICTING OR ADDITIONAL TERMS

- A. The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, "Additional Agreements"), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. Notwithstanding the foregoing, it is Customer's responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not accept such Additional Agreement, Customer shall be responsible for negotiating any changes thereto.
- B. Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.

- C. Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.
- D. If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

12 AUTHORIZED EXCEPTIONS TO APPENDIX A, STANDARD TERMS AND CONDITIONS

- 1. Section 5.2, Ownership, is hereby replaced in its entirety with the following:

5.2 Ownership

This Contract does not contemplate, authorize, or support acquisition of custom software products or services or the creation of intellectual property. If Successful Respondent and Customer seek to contract for such product or service, they must use a separate contract or seek amendment with DIR of this Contract. If DIR and Successful Respondent decide to authorize customized software or hardware products or the creation of intellectual property, then the terms and conditions of ownership of intellectual property will be negotiated between the parties at such time.

- 2. Section 9.3(D) is hereby replaced in its entirety with the following:

D. Successful Respondent shall provide copies and printouts requested by DIR without charge. DIR shall use best efforts to provide Successful Respondent ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Successful Respondent's records. Successful Respondent's records,

whether paper or electronic, shall be made available during regular office hours. Successful Respondent personnel familiar with Successful Respondent's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Successful Respondent shall provide adequate office space to DIR staff during the performance of Compliance Check. If any audit by DIR reveals a Material Accounting Error, DIR may invoice Successful Respondent for actual and reasonable costs of such audit. Material Accounting Error means (a) with regard to audits of invoices, an aggregate variance from all applicable invoices of Successful Respondent reviewed during such audit in excess of 1% of the aggregate amount shown on all of the invoices reviewed during such audit; or (b) with regard to audits of fees, an aggregate underpayment of all fees due to DIR under this Contract during a Successful Respondent fiscal quarter in excess of 2%.

3. Section 10.1.1(A) is hereby replaced in its entirety with the following.

A. Successful Respondent shall defend, indemnify, and hold harmless DIR, the State of Texas, and Customers, AND/OR THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUCCESSORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD-PARTY LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, resulting from, or related to:

- i) any acts or omissions of Successful Respondent, its employees, or Third Party Providers in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;
- ii) any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights (an "Infringement") in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;
- iii) any breach, disclosure, or exposure of data or information of or regarding DIR or any Customer that is provided to or obtained by Successful Respondent in connection with the Contract, including DIR data, Customer data, confidential information of DIR or Customer, any personal identifying information, or any other protected or regulated data by Successful

Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract; and

- iv) tax liability, unemployment insurance or workers' compensation or expectations of benefits by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract.

4. Section 10.1.2, Infringements, is hereby replaced in its entirety with the following:

10.1.2 Infringements

If Successful Respondent becomes aware of an actual or potential claim of an Infringement, or Customer provides Successful Respondent with notice of an actual or potential claim of an Infringement, Successful Respondent may (or in the case of an injunction against Customer, shall), at Successful Respondent's sole expense: (i) procure for Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Successful Respondent shall have no liability under this section if the alleged infringement is caused by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Successful Respondent's written approval, or (iii) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

5. Section 11.2.3, Termination for Convenience, is hereby replaced in its entirety with the following:

11.2.3 Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days' written notice. A Customer may terminate a Purchase Order by giving the other party thirty (30) calendar days' written notice. For qualifying products, Customer may return following receipt, in accordance with the Successful Respondent's Return Policy.

(Remainder of this page intentionally left blank.)

This Contract is executed to be effective as of the date of last signature.

Dell Marketing L.P.

Authorized By: Signature on File

Name: Katherine Castillo

Title: Paralegal Advisor, Global Contracts Hub

Date: 4/2/2025 | 3:38 PM CDT

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Lisa Massock

Title: Chief Procurement Officer

Date: 4/4/2025 | 1:40 PM CDT

Office of General Counsel:

Date: Initials on File 4/4/2025 | 1:28 PM CDT

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PURCHASE OF DELL PERSONAL COMPUTERS AND RELATED EQUIPMENT FROM WEAVER GOVERNMENT SOLUTIONS THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT IN THE ESTIMATED AMOUNT OF \$130,400.00; AUTHORIZING THE CITY THE MANAGER OR HIS DESIGNEE TO EXECUTE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is best practice to replace staff computers at established and acceptable intervals; and

WHEREAS, the Texas Department of Information Resources has competitively solicited proposals for personal computer hardware and related equipment; and

WHEREAS, the Texas Department of Information Resources has evaluated the proposals and awarded a contract to Weaver Government Solutions.; and

WHEREAS, the expenditure through this contract term will exceed \$50,000.00 and this purchases through this contract require approval by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1: the City Council of the City of Duncanville does hereby award the bid and authorize purchases of computer hardware and related equipment with Weaver Government Solutions through the Texas Department of Information Resources contract in the estimated expenditure amount not to exceed \$130,400.00.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on this the 11th day of November 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - November 4, 2025

TITLE:

Consider a resolution for the procurement of network equipment from Todo Verde in the amount of \$92,522.53.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

Develop: Infrastructure Improvement Strategy

- **Ensure the viability and adaptability of the city’s infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:

Clayton Ganzer, IT Director

BACKGROUND/HISTORY:

The IT Department and Public Works are working on a project to modernize and secure the SCADA network infrastructure of the water system. Over the past year the Water Department has upgraded their water control system. With the new water control system, we need to increase bandwidth between the servers and field equipment. In addition, we need to increase the security and redundancy of the SCADA network to protect the critical water system. Council recently approved a contract to Segra for leased fiber between our data center and our water storage facilities. This contract with Todo Verde will be all the network equipment necessary to make all the sites communicate with each other. As well as, provide the engineering and installation resources needed to supplement current IT staff. Todo Verde was selected for their existing knowledge and understanding of our network infrastructure and the sensitivity of these important sites. Some items on the attached quote (Exhibit A) are redacted in order to help maintain security.

POLICY EXPLANATION:

It is important to maintain high security and redundancy to critical city infrastructure. The city's IT and Public Works departments have worked together over the last year to develop this plan. The total annual purchase amount with this vendor will be over the state mandated threshold and must seek Council authorization.

FUNDING SOURCE:**ORG and Object Number**

17100000-708102 (Utility CIP)

Available Budget	Purchase Amount	After Encumber
\$2,385,000	\$92,522.53	\$2,292,477.47

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

Exhibit A - Page 1, Exhibit A - Page 3, Exhibit A -Page 2,
230504_CONTRACT_Information_Technology_TodoVerde_CV_LLC, Resolution -
SCADA Network Gear



QUOTE

TDVQ2020
Sep 26, 2025

Quoted To:

Clayton Ganzer
City of Duncanville
203 E. Wheatland Road
Duncanville, TX 75116
Phone: 972-707-3879
Fax:

Prepared By:

Donavan Thompson
Account Manager

Phone: 254-495-6805
Email: dthompson@todoverde.com

PO Number:

Valid Through: **Oct 26, 2025**

Payment Terms: **Net 30**

All prices are in US Dollars. Prices do not include taxes. Customer shall be responsible for any applicable taxes.

DataCenter

\$23,612.11

		\$4,332.25	1	\$4,332.25
		\$10,131.55	1	\$10,131.55
		\$4,114.97	1	\$4,114.97
		\$96.00	2	\$192.00
		\$86.40	7	\$604.80
	BUTT SPLICE 1.5 STRG BKZ	\$16.09	1	\$16.09
	RACK ELEVATION BLACK	\$63.94	3	\$191.82
	WALL ANGLE SUPPORT BRACKET 12 IN	\$41.23	3	\$123.69
	JUNCTION SPLICE 1 1/2 STG	\$16.60	3	\$49.80
	LADDER RACK	\$158.44	5	\$792.20
Two post rack		\$479.60	2	\$959.20
4-Post 42U Server Rack Cabinet, 19" Data Rack Cabinet.		\$2,103.74	1	\$2,103.74
SubTotal				\$23,612.11

Material for SCADA Sites	\$32,719.94
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RackPath 9U Wall Mount Network Rack Cabinet Quiet Cooling Fan, Locking Glass Door, 17.7" Deep (450mm), Removable Locking Side Panels, Fits 19" IT & A/V Equipment	\$179.98	3	\$539.94
Fiber patch cords, Velco, plywood.	\$180.00	1	\$180.00
Engineering	\$22,000.00	1	\$22,000.00
Level 1 Data Tech Install	\$125.00	80	\$10,000.00
	SubTotal		\$32,719.94

North Pump station fiber Dmarc	\$498.80
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500 Feet 4 Core Industrial Outdoor Armored Fiber Optic Cable	\$374.99	1	\$374.99
ICC Fiber Optic Wall Mount Enclosure	\$82.69	1	\$82.69
2PCS 6 Duplex LC Adapters	\$30.51	1	\$30.51
3M/10ft OS2 LC to LC Fiber Patch Cable	\$10.61	1	\$10.61
	SubTotal		\$498.80
TIPS Contract #230504	\$0.00	1	\$0.00

Totals	
Subtotal	\$92,522.53
Tax	\$0.00
Shipping	\$0.00
Grand Total	\$92,522.53

Please contact me if I can be of further assistance.

Service Center	\$3,037.20
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	\$876.00	1	\$876.00
	\$384.00	1	\$384.00
Subscription License (Renewal) - 1 Device - 3 Year			
L2+ MNGD POE SW W/24GE+4SFP+ 24P POE W/MAX 185W LIMITSMART FAN	\$1,276.00	1	\$1,276.00
	\$382.80	1	\$382.80
	\$32.00	1	\$32.00
	\$86.40	1	\$86.40
1000Base-LX Network - Optical FiberGigabit Ethernet - 1000Base-LX			
	SubTotal		\$3,037.20

Scada Remote Locations	\$11,296.40
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	\$876.00	7	\$6,132.00
	\$262.80	7	\$1,839.60
	\$384.00	7	\$2,688.00
Subscription License (Renewal) - 1 Device - 3 Year			
	\$32.00	1	\$32.00
	\$86.40	7	\$604.80
1000Base-LX Network - Optical FiberGigabit Ethernet - 1000Base-LX			
	SubTotal		\$11,296.40

Spares	\$21,358.08
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	\$876.00	3	\$2,628.00
	\$262.80	3	\$788.40
	\$384.00	3	\$1,152.00
Subscription License (Renewal) - 1 Device - 3 Year			
	\$32.00	1	\$32.00
	\$12,469.60	1	\$12,469.60
	\$3,740.88	1	\$3,740.88
	\$96.00	3	\$288.00
	\$86.40	3	\$259.20
1000Base-LX Network - Optical FiberGigabit Ethernet - 1000Base-LX			
	SubTotal		\$21,358.08

TIPS VENDOR AGREEMENT

TIPS RFP 230504 Information Technology Equipment, Software, and Services

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

Todoverde CV LLC

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties.

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

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

to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
10. **Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the

six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

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

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

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

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

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

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

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 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'

- 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 230504 Information Technology Equipment, Software, and Services

Vendor Name: Todoverde CV LLC

Vendor Address: 8008 Vineyard Ct

City: Burleson State: TEXAS Zip Code: 76028

Vendor Authorized Signatory Name: Dorey Thompson

Vendor Authorized Signatory Title: CTO

Vendor Authorized Signatory Phone: 432-528-3037

Vendor Authorized Signatory Email: dorey@todoverdellc.com

Vendor Authorized Signature: Dorey Thompson Digitally signed by Dorey Thompson
Date: 2023.05.22 13:29:47 -05'00' Date: 5/22/2023

(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: 7/10/2023



230504

TodoVerde CV LLC

Supplier Response

Event Information

Number: 230504
Title: Information Technology, Equipment, Software, and Services
Type: Request for Proposal
Issue Date: 5/4/2023
Deadline: 5/25/2023 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.

THIS IS NOT A REPLACEMENT CONTRACT. IF YOU CURRENTLY HOLD ANY TIPS CONTRACT TITLED "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES", THERE IS NO NEED TO RESPOND HEREIN UNLESS YOU WISH TO MANAGE MULTIPLE TIPS CONTRACTS THAT HAVE THE SAME TERMS AND COVER THE SAME OFFERINGS. IF YOU HOLD A TIPS CONTRACT WITH A TITLE OTHER THAN "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES", WHICH COVERS ALL OF YOUR TECHNOLOGY 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

TodoVerde CV LLC Information

Contact: Jeff Ramey
Address: 8008 Vineyard Ct
Burleson, TX 76028
Phone: (214) 538-0800
Email: jeff@todoverdellc.com

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

Dorey Thompson

Signature

Submitted at 5/23/2023 10:50:24 AM (CT)

dorey@todoverdellc.com

Email

Requested Attachments

Pricing Form 1

230504 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.

Vendor Agreement

230504 Vendor Agreement-TV.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.

Reference Form

230504 Reference Form.xlsx

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

230504 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

TV W9 Jan 2023.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

230504 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)

No response

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

Vendor Agreement Signature Form

230504 Vendor Agreement Signature Form-TV.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.

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. NO
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2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

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

No

3 National Coverage

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

Yes

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.

No response

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.

With extensive experience network and telecom services, TodoVerde has helped customers globally develop and install network infrastructure, as well as, negotiating contracts and billing across multiple geographical locations.

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.

Nida Jackson

7 Primary Contact Title

Primary Contact Title

Inside Sales

8 Primary Contact Email

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

nida@todoverdellc.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.

9452017883

1
0**Primary Contact Fax**

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

1
1**Primary Contact Mobile**

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

1
2**Secondary Contact Name**

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

1
3**Secondary Contact Title**

Secondary Contact Title

1
4**Secondary Contact Email**

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

1
5**Secondary Contact Phone**

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

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

1
6**Secondary Contact Fax**

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

1
7**Secondary Contact Mobile**

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

1
8**Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

1
9**Administration Fee Contact Email**

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

2
0**Administration Fee Contact Phone**

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

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.

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

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

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).

2
4**Company Website**

Company Website (Format - www.company.com)

2
5**Entity D/B/A's and Assumed Names**

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

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

2
6**Primary Address**

Primary Address

27	Primary Address City Primary Address City Burleson
28	Primary Address State Primary Address State (2 Digit Abbreviation) Texas
29	Primary Address Zip Primary Address Zip 76028
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. Technology, Service, Support, Networking
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. Yes
32	Vendor's Principal Place of Business (City) In what city is Vendor's principal place of business located? Burleson
33	Vendor's Principal Place of Business (State) In what state is Vendor's principal place of business located? Texas
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? 5

3 Certification Regarding Entire TIPS Agreement

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

Does Vendor agree?

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

37 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?

Yes

38 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.

Yes

39 "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.

YES

4
0

EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

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

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

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

4
1

TIPS Sales Reporting Requirements

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

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

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

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

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

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

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

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

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

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

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

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

4
4 **Non-Collusive Bidding Certificate**

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

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

4
5

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

(1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;

(2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;

(4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

4
6

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

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

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

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

4
7

Required Confidentiality Claim Form

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

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

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

4
8**Non-Discrimination Statement and Certification**

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

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☒ Yes, I certify (Yes)

4
9**Limitation of Vendor Indemnification and Similar Clauses**

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

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

Does Vendor agree?

☒ Yes, I Agree (Yes)

5
0**Alternative Dispute Resolution Limitations**

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

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes

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

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

Does Vendor agree?

☒ Yes, Vendor agrees (Yes)5
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 (Yes)5
3**Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

5
4**Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

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

When applicable, does Vendor certify?

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?

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?

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

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

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

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

When applicable, does Vendor certify?

5
8

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

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

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

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

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

When applicable, does Vendor certify?

Yes

5
9

Felony Conviction Notice - Texas Education Code 44.034

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

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

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

Vendor certifies one of the following:

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

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

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

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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).

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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?

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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?

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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.

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Regulatory Good Standing Certification

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

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

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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

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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.

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7**Suspension or Debarment Certification**

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

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

Does Vendor certify?

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

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

DEFINITIONS

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

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

Vendor certifies:

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

OR

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

Which option does Vendor certify?

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Certification Regarding "Choice of Law" Terms with TIPS Members

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

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

Does Vendor agree?

Yes

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Certification Regarding "Venue" Terms with TIPS Members

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

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

Does Vendor agree?

Yes

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Certification Regarding "Automatic Renewal" Terms with TIPS Members

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

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

Does Vendor agree?

Yes

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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?

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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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5**2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds**

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

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6**2 CFR Part 200 or Federal Provision - Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

Does vendor agree?

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7**2 CFR Part 200 or Federal Provision - Termination**

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

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

Does vendor agree?

7 8 2 CFR Part 200 or Federal Provision - Clean Air Act

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

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

Does vendor agree?

7 9 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment

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

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

Does Vendor agree?

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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?

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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.

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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?

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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

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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

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?

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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

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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

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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

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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?

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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?

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

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

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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?

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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?

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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?

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.

9
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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?

9
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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 230504 Information Technology	Todoverde LLC
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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 North Ricland Hills	Bob Weakley	bweakley@nrhtx.com	817.427.6233
City of Haltom	Dave Klopfenstein	dklopfenstein@haltomcitytx.com	817-222-7707
Tarleton State University	Chad Evans	cevans@tarleton.edu	254-968-9329
City of Richardson	Ed Snavely	ed.dnavely@cor.gov	972-744-4052

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Todoverde LLC

Vendor Authorized Signatory Name: Dorey D Thompson

Vendor Authorized Signatory Title: CTO

Vendor Authorized Signatory Email: dorey@todoverdellc.com

Vendor Address: 8008 Vineyard Ct

City: Burleson State: Texas Zip Code: 76028

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: Dorey Thompson  Digitally signed by Dorey Thompson
Date: 2023.05.22 13:19:40 -05'00'

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PURCHASE OF NETWORK EQUIPMENT FROM TODO VERDE CONSULTING VENTURES LLC THROUGH TIPS COOPERATIVE CONTRACT IN THE AMOUNT OF \$92,522.53; AUTHORIZING THE CITY THE MANAGER OR HIS DESIGNEE TO EXECUTE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to create and maintain a robust and secure network for the City's water network; and

WHEREAS, Todo Verde Consulting Ventures LLC has extensive knowledge of the City's exiting network infrastructure; and

WHEREAS, the expenditure through this contract term will exceed \$50,000.00 and this purchases through this contract require approval by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1: the City Council of the City of Duncanville does hereby authorize purchases of network hardware and related equipment with Todo Verde Consulting Ventures LLC through TIPS contract #230504 in the amount not to exceed \$92,522.53.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on this the 11th day of November 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - November 4, 2025

TITLE:

Consider a resolution for the procurement of network security equipment from Todo Verde in the amount of \$140,959.18

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

Develop: Infrastructure Improvement Strategy

- **Ensure the viability and adaptability of the city’s infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:

Clayton Ganzer, IT Director

BACKGROUND/HISTORY:

The City's IT Department is requesting authorization to spend \$140,959.18 for Fiscal Year 2026 to procure network security appliance and accessories through TIPS Contract #230504. Todo Verde was selected for their existing knowledge and understanding of our network infrastructure and the sensitivity of this project. This CIP project and funding source has previous Council approval on 8/5/2025. Some items on the attached quote (Exhibit A) are redacted in order to help maintain security.

POLICY EXPLANATION:

The IT Department needs to maintain a secure computer network that is proactive against various cyberattacks. The purchase amount is over the state mandated threshold and must seek Council authorization.

FUNDING SOURCE:

ORG and Object Number

41010001-700884

Available Budget

\$144,000.00

Purchase Amount

\$140,959.18

After Encumber

\$3,040.82

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

Exhibit A -Page 1, Exhibit A - Page 2,
230504_CONTRACT_Information_Technology_TodoVerde_CV_LLC, Resolution -
Network Security



1000 East Hwy 67
Alvarado, Texas 76009
1-866-712-8636

TDVQ2019

Sep 26, 2025

By:

Donavan Thompson
Account Manager

Phone: 254-495-6805
Email: dthompson@todoverde.com

PO Number:

Valid Through: Oct 26, 2025

Payment Terms: Net 30

All prices are in US Dollars. Prices do not include taxes. Customer shall be responsible for any applicable taxes.

\$31,784.18

1U Fiber Modular Chassis: 1U holds up to 24 LC TAP Modules, 16 MPO/MTP TAP Modules, 16 BiDi LC TAP Modules	\$367.03	1	\$367.03
SelectTAP: Fiber Single Passive Tap Module for FMC-1U: Single-Mode Fiber 9 micron OS1/OS2, 1310/1550nm dual wavelengths, 50/50	\$458.78	10	\$4,587.80
1 Month of Return-to-Factory Warranty for [REDACTED]	\$0.00	120	\$0.00
SelectTAP FMC: Single Tap Module : Multi-Mode Fiber 50 micron OM3/OM4 Optimized, 850nm Wavelength, 50/50	\$458.78	2	\$917.56
1 Month of Return-to-Factory Warranty for [REDACTED]	\$0.00	24	\$0.00
1U Network Packet Broker with TAPs: (4) 1/10G LR Single Mode Fiber 50/50 TAPs with (32) SFP/SFP+ and (4) QSFP+Packet Broker Ports, dual AC, Managed	\$22,938.83	1	\$22,938.83
1 Month of Return-to-Factory Warranty for [REDACTED]	\$0.00	12	\$0.00
Power Cord USA C13, 6'	\$0.00	2	\$0.00
SFP 1000Base-LX Single Mode Fiber LC Connector, TAA Compliant	\$110.11	20	\$2,202.20
1 Month of Return-to-Factory Warranty for [REDACTED]	\$0.00	240	\$0.00
SFP+ Dual Speed 1Gigabit-SX / 10Gigabit-SR Multi-Mode Fiber LC Connector, TAA Compliant	\$128.46	6	\$770.76

	Unit Price	Qty	Ext. Price
1 Month of Return-to-Factory Warranty for [REDACTED]	\$0.00	72	\$0.00
TIPS Contract #230504	\$0.00	1	\$0.00

Totals			
Subtotal			\$140,959.18
Tax			\$0.00
Shipping			\$0.00
Grand Total			\$140,959.18

Please contact me if I can be of further assistance.

TIPS VENDOR AGREEMENT

TIPS RFP 230504 Information Technology Equipment, Software, and Services

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

Todoverde CV LLC

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties.

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

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

to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
10. **Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the

six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

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

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

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

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

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

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

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 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'

- 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 230504 Information Technology Equipment, Software, and Services

Vendor Name: Todoverde CV LLC

Vendor Address: 8008 Vineyard Ct

City: Burleson State: TEXAS Zip Code: 76028

Vendor Authorized Signatory Name: Dorey Thompson

Vendor Authorized Signatory Title: CTO

Vendor Authorized Signatory Phone: 432-528-3037

Vendor Authorized Signatory Email: dorey@todoverdellc.com

Vendor Authorized Signature: Dorey Thompson Digitally signed by Dorey Thompson
Date: 2023.05.22 13:29:47 -05'00' Date: 5/22/2023

(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: 7/10/2023



230504

TodoVerde CV LLC Supplier Response

Event Information

Number: 230504

Title: Information Technology, Equipment, Software, and Services

Type: Request for Proposal

Issue Date: 5/4/2023

Deadline: 5/25/2023 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.

THIS IS NOT A REPLACEMENT CONTRACT. IF YOU CURRENTLY HOLD ANY TIPS CONTRACT TITLED "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES", THERE IS NO NEED TO RESPOND HEREIN UNLESS YOU WISH TO MANAGE MULTIPLE TIPS CONTRACTS THAT HAVE THE SAME TERMS AND COVER THE SAME OFFERINGS. IF YOU HOLD A TIPS CONTRACT WITH A TITLE OTHER THAN "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES", WHICH COVERS ALL OF YOUR TECHNOLOGY 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

TodoVerde CV LLC Information

Contact: Jeff Ramey
Address: 8008 Vineyard Ct
Burleson, TX 76028
Phone: (214) 538-0800
Email: jeff@todoverdellc.com

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

Dorey Thompson
Signature

dorey@todoverdellc.com
Email

Submitted at 5/23/2023 10:50:24 AM (CT)

Requested Attachments

Pricing Form 1

230504 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.

Vendor Agreement

230504 Vendor Agreement-TV.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.

Reference Form

230504 Reference Form.xlsx

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

230504 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

TV W9 Jan 2023.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

230504 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)

No response

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

Vendor Agreement Signature Form

230504 Vendor Agreement Signature Form-TV.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.

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. NO
---	--

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.

No

3 National Coverage

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

Yes

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.

No response

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.

With extensive experience network and telecom services, TodoVerde has helped customers globally develop and install network infrastructure, as well as, negotiating contracts and billing across multiple geographical locations.

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.

Nida Jackson

7 Primary Contact Title

Primary Contact Title

Inside Sales

8 Primary Contact Email

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

nida@todoverdellc.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.

9452017883

1
0

Primary Contact Fax

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

No response

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).

No response

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.

Dorey Thompson

1
3

Secondary Contact Title

Secondary Contact Title

CTO

1
4

Secondary Contact Email

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

dorey@todoverdellc.com

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.

4325283034

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).

0

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).

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.

1
9**Administration Fee Contact Email**

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

2
0**Administration Fee Contact Phone**

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

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.

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

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

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).

2
4**Company Website**

Company Website (Format - www.company.com)

2
5**Entity D/B/A's and Assumed Names**

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

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

2
6**Primary Address**

Primary Address

27	Primary Address City Primary Address City Burleson
28	Primary Address State Primary Address State (2 Digit Abbreviation) Texas
29	Primary Address Zip Primary Address Zip 76028
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. Technology, Service, Support, Networking
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. Yes
32	Vendor's Principal Place of Business (City) In what city is Vendor's principal place of business located? Burleson
33	Vendor's Principal Place of Business (State) In what state is Vendor's principal place of business located? Texas
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? 5

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?

36 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?

37 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?

Yes

38 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.

Yes

39 "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.

YES

4
0

EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

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

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

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

4
1

TIPS Sales Reporting Requirements

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

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

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

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

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

4 **TIPS Administration Fee Requirement and Acknowledgment**

2

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

3

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

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

4 **Non-Collusive Bidding Certificate**

4

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

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

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

5

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

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

(1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;

(2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;

(4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

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

6

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

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

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

4 Required Confidentiality Claim Form

7

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

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

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

4
8**Non-Discrimination Statement and Certification**

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

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☒ Yes, I certify (Yes)

4
9**Limitation of Vendor Indemnification and Similar Clauses**

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

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

Does Vendor agree?

☒ Yes, I Agree (Yes)

5
0**Alternative Dispute Resolution Limitations**

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

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes

5
1

No Waiver of TIPS Immunity

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

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

Does Vendor agree?

☒ Yes, Vendor agrees (Yes)

5
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 (Yes)

5
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?

Yes

5
4

Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)

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

When applicable, does Vendor certify?

Yes

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?

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?

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?

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

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

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

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

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

When applicable, does Vendor certify?

Yes

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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).

61

Conflict of Interest Questionnaire Requirement

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

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

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

62

Conflict of Interest Questionnaire Requirement - Form CIQ - Continued

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

Have you uploaded this form if applicable?

63

Upload of Current W-9 Required

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

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

64

Regulatory Good Standing Certification

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

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

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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

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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.

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Suspension or Debarment Certification

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

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

Does Vendor certify?

Yes

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Vendor Certification of Criminal History - Texas Education Code Chapter 22

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

DEFINITIONS

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

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

Vendor certifies:

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

OR

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

Which option does Vendor certify?

None

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Certification Regarding "Choice of Law" Terms with TIPS Members

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

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

Does Vendor agree?

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Certification Regarding "Venue" Terms with TIPS Members

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

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

Does Vendor agree?

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Certification Regarding "Automatic Renewal" Terms with TIPS Members

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

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

Does Vendor agree?

7
2**Certification Regarding "Indemnity" Terms with TIPS Members**

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

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

Does Vendor agree?

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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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5**2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds**

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

7
6**2 CFR Part 200 or Federal Provision - Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

Does vendor agree?

7
7**2 CFR Part 200 or Federal Provision - Termination**

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

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

Does vendor agree?

7 8 2 CFR Part 200 or Federal Provision - Clean Air Act

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

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

Does vendor agree?

7 9 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment

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

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

Does Vendor agree?

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?

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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?

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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

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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

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?

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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

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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

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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

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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

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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

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

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

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

Does Vendor certify?

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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?

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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?

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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.

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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 230504 Information Technology	Todoverde LLC
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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 North Ricland Hills	Bob Weakley	bweakley@nrhtx.com	817.427.6233
City of Haltom	Dave Klopfenstein	dklopfenstein@haltomcitytx.com	817-222-7707
Tarleton State University	Chad Evans	cevans@tarleton.edu	254-968-9329
City of Richardson	Ed Snavely	ed.dnavely@cor.gov	972-744-4052

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Todoverde LLC

Vendor Authorized Signatory Name: Dorey D Thompson

Vendor Authorized Signatory Title: CTO

Vendor Authorized Signatory Email: dorey@todoverdellc.com

Vendor Address: 8008 Vineyard Ct

City: Burleson State: Texas Zip Code: 76028

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: Dorey Thompson

Digitally signed by Dorey Thompson
Date: 2023.05.22 13:19:40 -05'00'

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PURCHASE OF NETWORK SECURITY EQUIPMENT FROM TODO VERDE CONSULTING VENTURES LLC THROUGH TIPS COOPERATIVE CONTRACT IN THE AMOUNT OF \$140,959.18; AUTHORIZING THE CITY THE MANAGER OR HIS DESIGNEE TO EXECUTE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to create and maintain secure network infrastructure for the City; and

WHEREAS, Todo Verde Consulting Ventures LLC has extensive knowledge of the City's exiting network infrastructure; and

WHEREAS, the expenditure through this contract term will exceed \$50,000.00 and this purchases through this contract require approval by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1: the City Council of the City of Duncanville does hereby authorize purchases of network security hardware and related equipment with Todo Verde Consulting Ventures LLC through TIPS contract #230504 in the amount not to exceed \$140,959.18.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on this the 11th day of November 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - November 4, 2025

TITLE:

Consider ratifying an Ordinance amending the Code of Ordinances by amending Chapter 5, "Buildings and General Building Regulations," Article II, "Building Code," Division 2, "International Building Code," by repealing Division 2, "International Building Code," in its entirety, including amendments thereto; and replacing the 2015 Edition of the International Building Code with a new Division 2, "International Building Code," to adopt the provisions of the 2021 International Energy Conservation Code (IECC) and the International Property Maintenance Code (IPMC) 2021 Edition, as the City of Duncanville International Building Code and the amendments thereto.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

Emphasize: Government Accountability, Customer Service, Efficiency and Process

STAFF RESPONSIBLE:

Mark Rauscher

BACKGROUND/HISTORY:

The City of Duncanville has historically adopted and enforced nationally recognized model building and fire codes to safeguard public health, safety, and welfare. Periodic updates to these codes are issued by the International Code Council (ICC) and the National Fire Protection Association (NFPA) to reflect advances in construction practices, fire protection methods, and safety standards.

The State of Texas requires municipalities to adopt the most recent version of the National Electrical Code (NEC), and the best practice is to align all adopted building and fire codes with the most current editions to ensure consistency, maintain eligibility for favorable insurance ratings, and provide clarity for design professionals and contractors.

The City's current adopted codes are now outdated compared to the 2021 ICC family of codes and the 2023 NEC. Updating to the latest codes will improve public safety, reduce risk, and align local requirements with regional and national standards. In addition, associated City ordinances must be revised to incorporate these code adoptions, reflect necessary local amendments, and ensure enforcement authority is clearly established.

POLICY EXPLANATION:

Adoption of the recent model building and fire codes, along with the necessary amendments to the City's ordinances, is essential to maintaining a safe, resilient, and well-regulated built environment. The International Code Council (ICC) and National Fire Protection Association (NFPA) update their codes on a three-year cycle to incorporate new technologies, address emerging safety issues, and align with industry best practices.

Updating to the 2021 ICC codes and the 2023 NEC ensures that Duncanville remains consistent with state requirements and regional jurisdictions, which reduces confusion for contractors, architects, and engineers working across city boundaries. The adoption also supports the City's efforts to maintain or improve its Insurance Services Office (ISO) Building Code Effectiveness Grading Schedule (BCEGS) and Fire Suppression Rating, both of which can directly impact insurance premiums for residents and businesses.

Revising City ordinances to reflect the new codes provides legal clarity for enforcement and establishes local amendments tailored to Duncanville's specific conditions, such as fire apparatus capabilities, infrastructure needs, and energy conservation objectives. This action helps protect the community from risks associated with outdated standards, supports economic development by providing predictable regulations, and ensures the City remains in compliance with state law.

FUNDING SOURCE:

N.A

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

Duncanville.Ordinance Adopting 2021 IPMC, Duncanville.Ordinance Adopting 2021 IECC

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS

ORDINANCE NO. 2559

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 5, “BUILDINGS AND GENERAL BUILDING REGULATIONS”, ARTICLE II. “BUILDING CODE”, DIVISION 5. “INTERNATIONAL PROPERTY MAINTENANCE CODE”, BY REPEALING DIVISION 5. “INTERNATIONAL PROPERTY MAINTENANCE CODE”, IN ITS ENTIRETY INCLUDING AMENDMENTS THERETO; AND, REPLACING WITH A NEW DIVISION 5. “INTERNATIONAL PROPERTY MAINTENANCE CODE” TO ADOPT THE PROVISIONS OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE (IPMC), 2021 EDITION, AS THE CITY OF DUNCANVILLE INTERNATIONAL PROPERTY MAINTENANCE CODE, AND THE AMENDMENTS THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATION OF THIS ORDINANCE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS:

SECTION 1. That the City of Duncanville Code of Ordinances be, and the same is, hereby amended by amending Chapter 5, “Buildings and General Building Regulations”, Article II. “Building Code”, Division 5. “International Property Maintenance Code” by repealing said Division in its entirety, including amendments thereto; and, replacing with a new Chapter 5, “Buildings and General Building Regulations”, Article II. “Building Code”, Division 5. “International Property Maintenance Code”, to read as follows:

**“CHAPTER 5-BUILDINGS AND GENERAL
BUILDING REGULATIONS**

Article II. Building Code.

.....

Division 5. International Property Maintenance Code.

Sec. 5-35. Adopted.

For the purpose of establishing minimum regulations governing the conditions and maintenance of all property, buildings, and structures by providing standards for supplied utilities and facilities

and other physical things and conditions essential to ensure that structures are safe, sanitary and fit of occupation and use, and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures, the city herewith adopts by reference and makes part of this Code for all purposes, the International Property Maintenance Code (IPMC) , 2021 Edition, published by the International Code Council, as hereafter amended. A copy of the International Property Maintenance Code with approved amendments shall be maintained at all times at the public library and in the office of the code enforcement official.

Sec. 5-36. – Amendments to the Property Maintenance Code.

The International Property Maintenance Code (IPMC), 2021 Edition, as adopted by this article, is amended by amending, deleting, or adding the following sections, to wit:

City of Duncanville Amendments to the 2021 International Property Maintenance Code

101.1: Title.

These regulations shall be known as the *International Property Maintenance Code* of the City of Duncanville, hereinafter referred to as “this code”.

103.1: Creation of agency.

The Code Enforcement Division is hereby created and the official in charge thereof shall be the Neighborhood Services Superintendent, and shall be known as the Code Enforcement Official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code.

173.1: General.

In order to hear and decide appeals of orders, decisions, or determinations made by the code official relative to the application and interpretation of this code, the Zoning Board of Adjustment established by ordinance shall render decisions and findings in writing to the appellant with a duplicate copy to the code enforcement official. This board shall be governed by the enabling ordinance.

Sec. 5-37. – Reserved.

Sec. 5-38. – Reserved.

.....”

SECTION 2. That all provisions of the Ordinances of the City of Duncanville, Texas, in conflict with the provisions of this Ordinance be and the same are hereby, repealed, and that all other provisions of the Ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this

Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

SECTION 4. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Ordinances of the City of Duncanville, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 6. This ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS ON THIS THE 21ST DAY OF OCTOBER 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney
(08-22-2025: 4927-9336-7906, v.1)

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS

ORDINANCE NO. 2558

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 5, “BUILDINGS AND GENERAL BUILDING REGULATIONS”, ARTICLE II. “BUILDING CODE”, DIVISION 4. “INTERNATIONAL ENERGY CONSERVATION CODE”, BY REPEALING DIVISION 4. “INTERNATIONAL ENERGY CONSERVATION CODE”, IN ITS ENTIRETY INCLUDING AMENDMENTS THERETO; AND, REPLACING WITH A NEW DIVISION 4. “INTERNATIONAL ENERGY CONSERVATION CODE” TO ADOPT THE PROVISIONS OF THE INTERNATIONAL ENERGY CONSERVATION CODE (IECC), 2021 EDITION, AS THE CITY OF DUNCANVILLE INTERNATIONAL ENERGY CONSERVATION CODE, AND THE AMENDMENTS THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATION OF THIS ORDINANCE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS:

SECTION 1. That the City of Duncanville Code of Ordinances be, and the same is, hereby amended by amending Chapter 5, “Buildings and General Building Regulations”, Article II. “Building Code”, Division 4. “International Energy Conservation Code” by repealing said Division in its entirety, including amendments thereto; and, replacing with a new Chapter 5, “Buildings and General Building Regulations”, Article II. “Building Code”, Division 4. “International Energy Conservation Code”, to read as follows:

**“CHAPTER 5-BUILDINGS AND GENERAL
BUILDING REGULATIONS**

Article II. Building Code.

.....

Division 4. International Energy Conservation Code.

Sec. 5-31. Adopted.

There is hereby adopted the International Energy Conservation Code (IECC), 2021 Edition, and made a part hereof for all purposes, the same as if fully copied in full herein.

Sec. 5-32 through 5-34 Reserved.

.....”

SECTION 2. That all provisions of the Ordinances of the City of Duncanville, Texas, in conflict with the provisions of this Ordinance be and the same are hereby, repealed, and that all other provisions of the Ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

SECTION 4. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Ordinances of the City of Duncanville, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 6. This ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS ON THIS THE 21ST DAY OF OCTOBER 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney
(08-22-2025: 4903-9992-7138, v.1)



STAFF REPORT

MEETING: City Council - November 4, 2025

TITLE:

Consider a Resolution acknowledging receipt of documentation and commitment from KKMD Investments, LLC pursuant to the Purchase and Sale Agreement for 730 E. IH20.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

Re-Imagine: High Quality of Life

STAFF RESPONSIBLE:

Victor Barrera

BACKGROUND/HISTORY:

On February 18, 2025, City Council approved resolution 2025-422 approving the Purchase and Sale Agreement between the City of Duncanville and KKMD Investments, LLC, for the commercial property located at 730 E. IH20, known as the Toyota Property, for an amount not to exceed \$1,020,000.00. The approved agreement provided the buyer with a 180-day inspection period upon the execution of the agreement.

Since the agreement's approval and execution, the buyer has been working diligently with their design professional to conduct the necessary due diligence on the property and prepare preliminary redevelopment plans for the entire site. However, the buyer is seeking a 30-day extension of the inspection period to allow the buyer's team to conduct additional due diligence, enabling the development plans to be finalized for the City's consideration and approval under the terms of the approved agreement.

On August 5, 2025, the City Council approved a 30-day extension to the 180-day inspection period. Subsequently, another extension was approved on September 16, 2025, extending the deadline until October 21, 2025.

POLICY EXPLANATION:

According to Section 3.1.2 of the Purchase and Sale Agreement, the buyer must submit

a proposed development plan for the property to the City before the Inspection Period expires. This plan should include a Site Plan displaying the layout of all roads and walkways, the location of utilities, pad sites, green spaces, parking areas, and the proposed uses of the space. Additionally, the plan must include a written commitment from both the buyer and Marriott International, Inc. for the construction of a Marriott Residence Inn or a higher classification hotel during the first phase of the development.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

KKMD Investments Incentive Agreement_02.18.2025, First Amendment for the PSA with KKMD - Executed, CONCEPT SITE PLAN -3 (10-4-2025), CONCEPT LANDSCAPE PLAN -3 (10-4-2025), Residence Inn - Proposed Building Elevations, RESOLUTION - Toyota Property

RESOLUTION NO. 2025-422

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY OF DUNCANVILLE, TEXAS AND KKMD INVESTMENTS, LLC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE AND SALE AGREEMENT AFTER THE CITY ATTORNEY HAS REVIEWED AND APPROVED SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Duncanville, Texas desires to sell a certain vacant tract of commercial land that is approximately 4.69 ± acres located on the southeast corner of East IH-20 eastbound frontage road and N. Alexander Ave, further identified as parcel number 65088337510030100, ("Property") to KKMD Investments, LLC. for an amount not to exceed One Million Twenty Thousand Dollars and Zero Cents (\$1,020,000.00), pursuant to said Agreement attached herein as Exhibit "A"; and

WHEREAS, the City Manager is authorized to execute said Agreement after the City Attorney has reviewed and approved said Agreement.

WHEREAS, the City Council for the City of Duncanville, Texas has reviewed the Purchase and Sale Agreement and has determined it to be in the best interest of the City of Duncanville to enter said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The City Council approves the execution of the Purchase and Sale Agreement between the City of Duncanville (Seller) and KKMD Investments, LLC. (Buyer) for an amount not to exceed One Million Twenty Thousand Dollars and Zero Cents (\$1,020,000.00), to purchase a tract of commercial land that is approximately 4.69 ± acres located on the southeast corner of East IH-20 eastbound frontage road and N. Alexander Ave, further identified as parcel number 65088337510030100, based on the terms and conditions set forth in said Agreement, which is attached hereto and incorporated herein by reference as Exhibit "A".

SECTION 2. That the City Manager of the City of Duncanville is authorized to execute said Purchase and Sale Agreement after approval by City Attorney as to form of said Agreement.

SECTION 3. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, this the 18th day of February 2025.

APPROVED:



Greg Contreras, Mayor

ATTEST:



Chiquita Taylor, City Secretary

APPROVED AS TO FORM:



Robert E. Hager, City Attorney



PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is executed this ___ day of February, 2025 ("Effective Date") by and between **THE CITY OF DUNCANVILLE, TEXAS**, a Texas Home Rule Municipal Corporation, ("Seller") and **KKMD INVESTMENTS, LLC**, a Texas limited liability company (which together with its successors and assigns are referred to as "Buyer").

W I T N E S S E T H:

WHEREAS, Seller is the owner of the Property (as hereinafter defined); and

WHEREAS, Seller desires to sell, and Buyer desires to purchase the Property, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Sale-Purchase.

1.1 Seller hereby agrees to sell, transfer and convey to Buyer, and Buyer hereby agrees to purchase and accept from Seller, upon the terms and conditions hereinafter set forth, a certain tract located in the County of Dallas, City of Duncanville and the State of Texas, described in Exhibit A attached hereto and made a part hereof (the "Land"), together with all easements, rights of way, privileges, appurtenances, strips and gores of land, water rights and other interests, rights and benefits thereunto belonging, and to all public or private streets, roads, avenues, alleys, or passageways, open or proposed, on or abutting such portion of the Land, and other rights, if any, pertaining thereto (collectively, the "Property"); and, subject to the deed restrictions for nonpermitted uses on the Property as set forth herein.

1.2 Seller's Cooperation. Seller shall cooperate with Buyer in all reasonable respects in connection with Buyer's due diligence investigations, including but not limited to:

1.2.1 Providing access to all environmental reports, engineering studies, soil tests, permits, approvals, and other property-related documentation within five (5) business days of the Effective Date;

1.2.2 Facilitating access to the Property for Buyer's consultants and representatives;

1.2.3 Executing any necessary authorizations for Buyer to communicate with governmental authorities regarding the Property; and

1.2.4 Providing any additional information reasonably requested by Buyer regarding the Property.

1.7 Due Diligence Materials. The Inspection Period shall not commence until Seller has delivered all required due diligence materials to Buyer. Seller shall provide written notice to Buyer upon delivery of all such materials, and Buyer shall have five (5) business days to confirm receipt or notify Seller of any missing items.

2. Purchase Price.

2.1. The purchase price for the Property (the "Purchase Price") shall be One Million Twenty Thousand Dollars and Zero Cents (\$1,020,000.00) as established by the appraisal attached hereto as Exhibit B.

2.2. Within ten (10) business days after the execution and delivery of this Agreement by Buyer, Buyer shall deposit with MH Title, Attn: Kim Nguyen, 5560 Tennyson Pkwy, Ste. 280, Plano, Texas 75025, Telephone (469) 304-4635 (in such capacity, the "Escrow Agent") the amount of **Ten Thousand and 00/100 Dollars (\$10,000.00)** as earnest money (the "Earnest Money"), by wire transfer of immediately available federal funds. The Earnest Money will be held in escrow by the Escrow Agent and disbursed in accordance with the terms and provisions of this Agreement. The Earnest Money will be credited at the Closing against the Purchase Price. After expiration of the Inspection Period as extended, the Earnest Money shall be "at risk" and non-refundable to the Buyer but will apply as a credit against the Purchase Price.

Notwithstanding anything herein to the contrary, a portion of the Earnest Money in the amount of TEN and 00/100 DOLLARS (\$10.00) will be non-refundable and will be distributed to Seller upon any termination of this Agreement as full payment and independent consideration for Seller's performance under this Agreement (the "Independent Contract Consideration"). If this Agreement is properly terminated by Buyer pursuant to a right of termination granted to Buyer by any provision of this Agreement **or if Buyer does not deliver its Notice to Proceed to Seller prior to the expiration of the Inspection Period, as extended**, the Earnest Money, less the Independent Contract Consideration, will be promptly returned to Buyer, and the parties will have no further rights or obligations under this Agreement (except for any that, by the explicit provisions of this Agreement, expressly survive the termination of this Agreement). Notwithstanding the foregoing, the Independent Contract Consideration shall be non-refundable to Buyer, retained by Seller and applied to the Purchase Price at Closing. Seller acknowledges the sufficiency of the Independent Contract Consideration.

2.3 If the contemplated transaction is consummated in accordance with this Agreement, the Earnest Money and all interest earned thereon, less the Independent Contract Consideration, will be applied to the Purchase Price at Closing. If the transaction is not so consummated, the Earnest Money and all interest earned thereon, will be held and delivered by Title Company as provided in this Agreement.

Buyer's failure to deliver any required notice pursuant to this Section 2 within applicable time period shall be deemed Buyer's election to terminate this Agreement. If the Appraisal is not delivered within forty-five (45) days after the Effective Date, Buyer shall have the right to either (x) terminate this Agreement or (y) engage an appraiser at Seller's expense to complete the Appraisal.

3. Closing.

3.1. Inspection Period.

3.1.1. Buyer shall have from the Effective Date until the date which shall be the first business day which is **One Hundred and Eighty Days (180)** days after the Effective Date (such period, the "Inspection Period") to carry out its due diligence investigations and inspections pertaining to the Property and otherwise to determine if the Property is suitable for Buyer ("Investigations"). Seller agrees that it shall fully cooperate with Buyer in connection with any and all Investigations and promptly provide information and copies of all contracts pertaining to the Property requested by Buyer during the Inspection Period to the extent either accessible by Seller or otherwise in Seller's possession or control, including, (i) operating information of the Property for the prior three (3) years reflecting: (a) ad valorem taxes both real and personal, (b) annual insurance premiums for fire, extended coverage, workmen's compensation, vandalism, and malicious mischief, general liability, rents and other forms of insurance, and (c) expenses incurred for water, electricity, natural gas, and other utility charges; (ii) all engineering, foundation, soil and environmental reports, and surveys; (iii) title policies/commitments; (iv) zoning/flood plain information; (v) termite certificates; and (vi) all property licenses, construction drawings, permits, and warranties.

3.1.2. Before the expiration of the Inspection Period, Buyer shall deliver to Seller its proposed plan for the development of the Property ("Development Plan") including proposed site plan indicating

layout of any roads or walkways, location of utilities, pad sites, green spaces, parking, and proposed uses. Development Plan shall include written commitment from both Buyer and Marriot International, Inc. for the construction of a Marriot Residence Inn, or higher classification, during the first phase of construction. Buyer must have written approval of its Development Plan from the Seller's City Council before proceeding with closing. Development Plan shall also include written confirmation of a commitment of a premium brand hotel as determined by the Seller's City Council. In the event Buyer fails to deliver a Development Plan acceptable to Seller, in Seller's reasonable discretion, by 11:59 p.m. Central Time on the final day of the Inspection Period, this Agreement shall automatically terminate without further action required by either party. Upon such termination, the Title Company shall promptly return the Earnest Money to Buyer, less the Independent Consideration, which shall be paid to Seller as consideration for this Agreement.

3.1.3. If, in its sole and absolute discretion, Buyer determines that the Property is satisfactory to Buyer, then Buyer shall deliver to Seller written notice to Seller (the "Notice to Proceed") of Buyer's acceptance of the Property at any time on or before 11:59 p.m. Central Standard Time on the last day of the Inspection Period. If Buyer fails to deliver the Notice to Proceed to Seller as set forth in this Section 3.1.2, then this Agreement will automatically terminate, in which event: (a) Buyer shall be absolutely and unconditionally entitled to a full refund of the Earnest Money less the Independent Contract Consideration and Escrow Agent is directed to refund to Buyer the Earnest Money less the Independent Contract Consideration, (b) this Agreement shall terminate, and (c) neither party to this Agreement shall have any further rights or obligations hereunder, except for the Post-Termination Obligations (as hereinafter defined), which shall survive such termination.

3.1.4. Notwithstanding the foregoing, Buyer, in its sole and absolute discretion, shall have two (2) options to extend the Inspection Period for a period of ninety (90) consecutive days each, *provided, however*, that Buyer provides notice of its election to Seller and the Title Company on or before the expiration of the Inspection Period, as extended.

3.1.5. Upon one (1) business day's prior notice from Buyer, Seller will allow Buyer, Buyer's principals and employees (collectively the "Buyer Group") and Buyer's third-party agents, contractors and vendors (collectively, "Buyer Representatives"), to enter upon the Property at reasonable times to conduct Investigations. Buyer Representatives shall have the right to enter the Property for its Investigations throughout the term of the Agreement.

3.1.6. The Property must be restored substantially to its present condition after any such tests, at Buyer's sole expense, ordinary wear and tear excepted. **BUYER HEREBY INDEMNIFIES SELLER AGAINST AND AGREES TO DEFEND AND HOLD SELLER HARMLESS FROM ALL CLAIMS, COSTS, EXPENSES, INJURIES, ACCIDENTS OR DAMAGE CAUSED BY BUYER OR BUYER'S INSPECTING AGENTS DURING BUYER'S INSPECTIONS, WHICH OBLIGATIONS SURVIVE CLOSING AND ANY TERMINATION OF THIS AGREEMENT, ANY OTHER PROVISION HEREOF TO THE CONTRARY NOTWITHSTANDING; PROVIDED HOWEVER, THE FOREGOING INDEMNITY SHALL NOT APPLY TO: (A) THE DISCOVERY OR DISTURBANCE OF ANY PRE-EXISTING CONDITIONS ON THE PROPERTY; (B) ORDINARY WEAR AND TEAR; (C) ANY CLAIMS ARISING FROM THE NEGLIGENCE OR MISCONDUCT OF SELLER OR ITS REPRESENTATIVES; (D) ANY DIMINUTION IN VALUE RESULTING FROM DISCOVERED CONDITIONS; OR (E) ANY CONDITIONS THAT EXISTED PRIOR TO BUYER'S ENTRY ONTO THE PROPERTY.**

3.2. Closing Date. The consummation of the transactions contemplated hereby (the "Closing") shall take place in escrow with the Escrow Agent by mail away or at a mutually acceptable location as agreed to by Buyer and Seller on the date that is thirty (30) business days following the later of (i) the expiration of the Inspection Period, as extended, or (ii) Seller's acceptance of Buyer's Development Plan; or (iii) as otherwise agreed to in writing by Buyer and Seller (the "Closing Date").

3.3. Conditions. All of Buyer's obligations hereunder are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part

by Buyer, at Buyer's option), and in the event that any of the conditions set forth below has not so been fully satisfied or waived, then Buyer shall have the right, in its discretion, to terminate this Agreement by notice to Seller, whereupon this Agreement shall terminate, the Earnest Money shall be returned to Buyer, and Seller and Buyer shall have no further obligations hereunder except for any obligations which expressly survive the termination of this Agreement ("Buyer's Conditions Precedent"):

3.3.1. Seller shall have timely performed, observed and complied in all material respects, with all of the obligations, covenants, agreement and conditions required to be performed, observed and complied with by Seller by the terms of this Agreement at or prior to the Closing;

3.3.2. All representations and warranties of Seller shall be true and correct, in all material respects, as of the date made, and as of the Closing Date with the same effect as if made on and as of such date;

3.3.3. All instruments and documents required on Seller's part to effectuate this Agreement and the transactions contemplated hereby, shall be delivered to Buyer and shall be in form and substance consistent with the requirements herein; and

3.3.4. The Title Company's commitment to issue the Owner Policy in the form required by the title insurance commitment, as the same may have been supplemented, in the full amount of the Purchase Price.

3.3.5. Receipt of all governmental approvals, permits, and entitlements necessary for Buyer's intended use of the Property, including but not limited to zoning, site plan approval, and building permits;

3.3.6. No material adverse change to the physical or environmental condition of the Property between the Effective Date and Closing;

3.3.7. No pending or threatened litigation, condemnation, or governmental proceeding affecting the Property;

3.3.8. Receipt of satisfactory environmental reports, including a Phase I Environmental Site Assessment and, if recommended, a Phase II Environmental Site Assessment;

3.3.9. Seller's delivery of an executed and recordable declaration of restrictions regarding the hospitality restriction on adjacent land in form and substance reasonably satisfactory to Buyer;

3.3.10. As a condition precedent to the closing, the developer shall provide a Development Plan for the entire site, obtain the necessary zoning or land use regulation(s) necessary to use, construct, and maintain the property; and, agree to a list of non-permitted uses as deed restrictions to the Property which are as follows:

- a. single family residential uses
- b. live-work units
- c. multi-family residential uses
- d. any industrial uses
- e. any manufacturing use
- f. assisted living
- g. drive thru (only)
- h. home occupation
- i. adult day services
- j. child care facilities
- k. community center
- l. driving school

- m. local utility distribution lines
- n. medical clinic or office or facility
- o. place of worship
- p. public facility, use or utility
- q. school, primary or secondary (public or private)
- r. wireless communication tower
- s. country club
- t. park, public or private
- u. appliance rental and repair
- v. funeral home
- w. pawn shop
- x. personal care
- y. plumbing shop
- z. postal mart
- aa. retail convenience store w and w/o restaurant)
- bb. sign
- cc. tattoo
- dd. tobacco
- ee. animal services
- ff. furniture repair
- gg. laundry
- hh. laundry mat
- ii. sign manufacturing
- jj. auto repair
- kk. car wash
- ll. fuel station
- mm. parking lot

4. Apportionments.

4.1. The parties agree that the following shall be apportioned between Seller and Buyer at the Closing, as of 11:59 p.m. of the day immediately preceding the Closing Date on the basis of the actual number of days of the month that shall have elapsed as of the Closing Date and based upon the actual number of days in the month and a 365 day year, and the net aggregate amount thereof either shall be paid by Buyer to Seller or credited to Buyer towards the Purchase Price, as the case may be, at the Closing such that Seller shall be obligated for all such matters accruing up to the day immediately preceding the Closing Date and Buyer shall be responsible for such items first accruing as of the Closing Date.:

4.1.1. All ad valorem taxes and assessments, personal property taxes and assessments, and all other assessments with respect to the Property, or any portion thereof, for all periods prior to Closing must be paid by Seller at or prior to Closing. Taxes and assessments for the Property for the year of the Closing shall be prorated as of the Closing Date. If an exact determination of such taxes and assessments cannot be made at the Closing, the parties shall estimate the amount based on the amount of such taxes and assessments for the Property for the immediately preceding calendar year, and Purchaser and Seller will adjust the prorations in cash within 30 days after the actual assessment and taxes are known. Notwithstanding anything contained in this Agreement to the contrary, all ad valorem tax "roll-backs" or assessments with respect to any period prior to the Closing due to change in land use or ownership with respect to the Property acquired by Buyer must be paid by Seller. In connection with the tax proration, if actual tax and assessment figures for the year of Closing are not available on the Closing Date, then the proration of such taxes and assessments will be made using tax and assessment figures from the prior calendar year and such proration of taxes will be readjusted within thirty (30) days after the date such taxes and assessment figures are fixed.

4.1.2. Annual license, permit, franchise and inspection fees.

4.1.3. All other items (including, without limitation, utilities) customarily apportioned in connection with the sale of similar properties similarly located.

4.1.4. If the Property or any part thereof shall be or shall have been affected by any bond or special assessment prior to the Closing Date, such bond or special assessment shall be paid and discharged in full at Closing by Seller regardless of whether same may be payable in installments or otherwise.

5. Closing Documents.

5.1. At the Closing, Seller shall deliver to Buyer (or the Title Company, as applicable) the following, and it shall be a condition to Buyer's obligation to close that Seller shall have delivered the same to Buyer:

5.1.1. a Special Warranty Deed (the "Deed") with agreed to deed restrictions as set forth herein; to the Property from Seller, duly executed and acknowledged by Seller, in form reasonable acceptable to Buyer and the Title Company;

5.1.2. a general assignment of rights (the "General Assignment") executed by Seller;

5.1.3. "non-foreign person certification" that meets the requirements of Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended, or any successor statute thereto ("Code") executed by (or on behalf of) Seller and setting forth Seller's U.S. Taxpayer Identification Number, its office address, and its statement that it is not a "foreign person" as defined in Internal Revenue Code Section 1445(f)(3), as amended;

5.1.4. such documents (such as limited liability company resolutions, corporate resolutions or partnership authorizations and certified limited liability company, corporate or partnership organizational documents) as are reasonably required by the Title Company to evidence the authorization of the transactions contemplated by this Agreement (the foregoing shall only be delivered to the Title Company);

5.1.5. a certification by Seller that all representations and warranties made by Seller in this Agreement are true and correct in all material respects on the date of Closing; and

5.1.6. the Title Company's irrevocable commitment to issue a TLTA Owner Policy of Title Insurance ("Owner Policy") to Buyer, at Seller's expense, for the Purchase Price insuring that, upon Closing, Buyer is the owner of indefeasible fee simple title to the Property subject only to the Permitted Title/Survey Exceptions and the standard printed exceptions included in a Texas Standard Form Owner Policy of Title Insurance. Without limiting the generality of the foregoing, the printed form exception for restrictive covenants must be deleted unless one or more restrictive covenants are included among the Permitted Title/Survey Exceptions; there must be no exception for rights of parties in possession or mechanics liens.

5.2. At the Closing, Buyer shall deliver to Seller (or the Title Company, as applicable) the following:

5.2.1. the Closing Funds;

5.2.2. a settlement statement executed by Buyer;

5.2.3. Buyer will deliver to Seller and the Title Company evidence satisfactory to Seller and the Title Company that the person or persons executing the Closing documents on behalf of Buyer have full right, power and authority to do so.

5.2.4. such other documents, instruments and/or deliveries as are required to be delivered by

Buyer pursuant to the terms of this Agreement.

6. Title Insurance.

6.1. Within five (5) days after the Effective Date, Seller shall deliver to Buyer a copy of any existing surveys of the Property that Seller has in its possession, control, or access (the "Existing Survey") or a notice that same is not in Seller's possession, control, or access.

Within five (5) days following delivery of the Updated Survey, Seller at Seller's expense shall order a title insurance commitment ("Commitment") for an Owner's Policy of Title Insurance ("Title Policy", defined below) naming Buyer as the proposed insured and in the amount of the Purchase Price. The Commitment shall be endorsed or updated within fourteen (14) days before Closing. The Commitment shall require the Title Company to provide Buyer, at Closing, with a fully paid Owner's Title Insurance Policy covering the Property in the aggregate face amount of the total Purchase Price, subject to the preprinted exceptions set forth therein (which Title Policy shall be at Seller's expense excepting only the cost of deletion of the survey exception and any other endorsements, if requested by Buyer or Buyer's lender, will be at Buyer's expense). The Commitment and continuation thereof shall show Seller to be vested with indefeasible title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, restrictions, and other conditions except for the following:

6.1.1. Ad valorem real estate taxes for the year of closing and subsequent years, which are not yet due and payable.

6.1.2. All applicable zoning ordinances and regulations, none of which shall prohibit or otherwise interfere with Buyer's intended improvements (as hereinafter defined) and/or the current use of the Property.

6.1.3. Restrictions or matters appearing on the plat or otherwise common to the subdivision, none of which shall prohibit or otherwise interfere with Buyer's intended improvements and/or the current use of the Property.

Buyer has until the 15th day after Buyer's receipt of the Commitment and Survey (the "Title Review Period") in which to notify Seller in writing (hereinafter referred to as the "Title Notice") of any objections Buyer may have to any such exceptions to Seller's title to the Property set forth in the Commitment and Title Documents (other than the Cure Items (hereinafter defined)) or any matters set forth on the Survey that are objectionable to Buyer (herein collectively referred to as the "Objections"). Any such matters to which Buyer does not object in such manner and within such time period (other than the Cure Items), or any Objections which are thereafter waived by Buyer in writing or deemed waived prior to Closing, are collectively the "Permitted Exceptions" and individually a "Permitted Exception" for purposes of this Agreement. Notwithstanding anything contained herein to the contrary, Buyer objects to, and Seller shall be obligated at Closing to discharge, the following (collectively, the "Cure Items"): (a) all mortgages, assignments of rents, assignments of leases, security agreements, liens other than the lien for taxes not yet due and payable, and other encumbrances, and (b) all real property and personal property taxes, mechanics' liens, judgment liens and tax and assessments, (c) exceptions relating to delivery of organizational documents, authority, resolutions, and good standing of Seller, (d) exceptions relating to payment of all utilities, and (e) matters customarily waived by submission of an Owner's Affidavit by Seller.

6.2. If Buyer timely delivers a Title Notice indicating any Objections, then Seller may, within 10 days after receipt of such Title Notice (the "Cure Period"), at Seller's sole discretion, either (i) remedy or remove, at Seller's expense, the Objections to the satisfaction of Buyer and provide to Buyer evidence thereof reasonably satisfactory to Buyer or (ii) notify Buyer in writing of the Objections that Seller will and will not remedy and remove prior to Closing to the satisfaction of Buyer. Seller will be deemed to have elected not to remedy or remove an Objection if no notice of agreement to cure is given Buyer within the Cure Period. In the event Seller is, or is deemed to be, unable or unwilling to remedy or cause the removal of

any Objection, then Buyer has, as Buyer's sole remedies, the right, by delivering written notice thereof to Seller ("Election Notice") within five (5) business days following the end of the Cure Period, to (i) terminate this Agreement in its entirety in which case Buyer will receive a refund of the Earnest Money within five (5) business days from the date of the Election Notice and Seller and Buyer will be released from this Agreement, and, except as the terms otherwise provided in this Agreement that survive termination, have no further rights or obligations one to the other under this Agreement, or (ii) waive any such Objections by delivering written notice thereof to Seller and proceed as otherwise provided in this Agreement, without reduction of the Purchase Price. Notwithstanding the foregoing, Seller shall, at its sole cost and expense, discharge the Cure Items and promptly undertake and use reasonable efforts, to eliminate or modify all Objections made by Buyer. Seller agrees at or prior to Closing to remove by payment, bonding, or otherwise any lien against the Property capable of removal by the payment of money or bonding.

6.3. If Seller elects to cure or satisfy an Objection, but after its exercise of good faith efforts, fails to do so by the Closing Date, or if Seller fails to cure a Cure Item by the Closing Date, Buyer shall have the right to either (a) terminate this Agreement upon written notice of termination given no later than the scheduled Closing Date or (b) close the transaction and waive such objection without adjustment or abatement in the Purchase Price and with Buyer being deemed to have accepted such Objection as a Permitted Exception.

6.4. Buyer may, after the Title Review Period but prior to the Closing, notify Seller in writing (a "Title Update Notice") of any additional objections to title added to the Commitment or raised by the Title Company or shown in an update or revision to the Commitments and/or recertification or update to the Survey ("Additional Objections"), and such Additional Objections shall be treated in the same manner as Objections in this Section of this Agreement. Seller may extend the Closing Date for up to thirty (30) days in order to allow Seller to cure such Additional Objection(s), during which time Seller shall diligently attempt to cure such Additional Objection(s).

7. Disposition of Earnest Money.

7.1. If (a) Seller is unable to convey title in accordance with the terms of this Agreement, or (b) Buyer is entitled to and does elect to terminate this Agreement, or (c) if Buyer is not otherwise obligated to close according to the terms of this Agreement or (d) if Seller defaults in any of its obligations or covenants under this Agreement, then Buyer shall have the absolute and unconditional right to terminate this Agreement, and Seller and Buyer unconditionally agree to and Escrow Agent is directed to refund to Buyer the Earnest Money but not the Independent Contract Consideration (or such portion thereof as shall have been deposited with Escrow Agent) and (ii) if Buyer terminates this Agreement because of a Seller default, Seller shall pay to Buyer an amount equal to the documented out-of-pocket expenses in connection with the negotiation of this Agreement, Buyer's due diligence investigations and its pursuit of any financing with respect to its acquisition of the Property (the "Transaction Costs"). Buyer shall have all other rights and remedies available at law or in equity for any Seller default including without limitation the right to seek specific performance of this Agreement.

7.2. If Seller has fully complied with all of the terms, covenants and conditions of this Agreement, and the Title Company is ready, willing and able to guarantee title to Buyer in the form prescribed in this Agreement, and within the time limitations set forth in this Agreement, and Buyer fails or refuses to consummate this Agreement in accordance with the provisions of this Agreement, for any reason (other than the termination of this Agreement pursuant to any right to terminate this Agreement expressly set forth in this Agreement or Seller's failure to perform Seller's obligations under this Agreement), then Escrow Agent shall deliver to Seller the Earnest Money (or such portion thereof as shall have been deposited with Escrow Agent) to Seller.

8. Buyer's Default. If Buyer shall fail or refuse to perform Buyer's obligation to purchase the Property in accordance with this Agreement, other than due to Seller's default or termination hereof by Buyer pursuant to the applicable provisions hereof, Seller, as Seller's sole and exclusive remedy, shall have the right to cause Escrow Agent to deliver to Seller the Earnest Money (or such portion thereof as shall

have been deposited with Escrow Agent), as and for Seller's liquidated damages (the parties hereto acknowledging that it would be difficult or impossible to accurately ascertain the amount of Seller's damages), whereupon this Agreement shall terminate and neither party shall have any further rights or obligations under this Agreement other than the obligations hereunder which explicitly state that they shall survive termination of the Agreement.

9. Seller's Default. If Seller shall default under this Agreement, then Buyer may either:

9.1. Deliver written notice to Seller that Buyer elects to terminate this Agreement, in which event the provisions of Section 7 of this Agreement shall apply to such termination and Buyer shall be unconditionally entitled to a full refund of the Earnest Money; or

9.2. Bring an action against Seller to seek specific performance of Seller's obligations hereunder. Notwithstanding the forgoing, if Buyer elects to bring an action against Seller to seek specific performance of Seller's obligations hereunder and the court declines to grant such specific performance, Buyer shall have the right to seek damages as well as the remedy set forth in Article 7 above.

10. Representations.

10.1. Seller hereby represents and warrants to Buyer and agrees with Buyer that, as of the Effective Date and as of the Closing Date:

10.1.1. Seller is a Type 4B Texas Economic Development Corporation duly organized, validly existing and in good standing under the laws of the State of Texas, and is (or will be by Closing) in good standing under the laws of the State where the Property is located, and has all requisite power and authority to enter into this Agreement and all related agreements and perform its obligations hereunder;

10.1.2. The execution, delivery and performance of this Agreement by Seller (i) are within Seller's powers (ii) have been duly authorized by all necessary company action, and (iii) this Agreement and any other documents executed in connection herewith have been duly executed and delivered, and are legally valid obligations of Seller, enforceable in accordance with their terms;

10.1.3. except with respect to Buyer, Seller has not granted to any Person any option or other right to purchase the Property;

10.1.4. Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed a petition for voluntary bankruptcy or filed a petition or answer seeking reorganization or any arrangement or composition, extension or readjustment of its indebtedness, (iii) consented, in any creditor's proceeding, to the appointment of a receiver or trustee of Seller or any of its property or any part thereof, or (iv) been named as a debtor in an involuntary bankruptcy proceeding or received a written notice threatening the same;

10.1.5. no condemnation or eminent domain proceedings are pending or, to Seller's knowledge, have been threatened with respect to the Property;

10.1.6. Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code;

10.1.7. there are no contracts or agreements of any kinds or nature that affect the Property or Seller's right, title or interest therein and that will be binding upon Buyer after the Closing, including, without limitation, service contracts;

10.1.8. there is no action or proceeding pending, nor, to Seller's knowledge, threatened against or

relating to (a) the Property, (b) this transaction or (c) Seller, which would affect Buyer or the Property after the Closing;

10.1.9. Seller has not received any notice that the Property and/or the present use and condition of the Property violate any applicable deed restrictions or other covenants, restrictions or agreements, site plan approvals, zoning or subdivision regulations, urban redevelopment plans, the laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions or requirements of any authorities governing or regulating the use and operation, or otherwise applicable to, the Property, as modified by any duly issued variances disclosed to Buyer in writing before the execution of this Agreement (collectively, the “Legal Requirements”), and Seller has not entered into any agreements with any authorities in connection with compliance with Legal Requirements;

10.1.10. No services, material or work have been supplied to Seller with respect to the Property for which payment has not been or as of Closing shall not have been made in full;

10.1.11. Seller has not retained anyone to file notices of protest against, or to commence actions to review, real property tax assessments against the Property; and

10.1.12. Seller is in compliance with all applicable anti-money laundering and anti-terrorist laws, regulations, rules, executive orders and government guidance, including the reporting, record keeping and compliance requirements of the Bank Secrecy Act, as amended by The International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001, Title III of the USA PATRIOT Act, and other authorizing statutes, executive orders and regulations administered by OFAC (as hereinafter defined), and related Securities and Exchange Commission, SRO or other agency rules and regulations, and has policies, procedures, internal controls and systems that are reasonably designed to ensure such compliance. Neither: (i) Seller, any Affiliate of Seller or any Person controlled by Seller; nor (ii) any Person who owns a controlling interest in or otherwise controls Seller; nor (iii) if Seller is a privately held entity, any Person otherwise having a direct beneficial interest (other than with respect to an interest in a publicly traded entity) in Seller; nor (iv) any Person for whom Seller is acting as agent or nominee in connection with this investment, is a country, territory, Person, organization, or entity named on an OFAC List (as hereinafter defined), or is a prohibited country, territory, Person, organization, or entity under any economic sanctions program administered or maintained by OFAC. For the purposes of this Section 10, “OFAC” means the U.S. Department of the Treasury’s Office of Foreign Assets Control and “OFAC List” is any list of prohibited countries, individuals, organizations and entities that is administered or maintained by OFAC, including: (i) Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001) issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), any related enabling legislation or any other similar executive orders, (ii) the List of Specially Designated Nationals and Blocked Persons maintained by OFAC, and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation, or (iii) a “Designated National” as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515.

10.1.13. The Property complies with all applicable building codes, zoning laws, ordinances, and regulations, and Seller has not received any notices of violation thereof;

10.1.14. There are no underground storage tanks on the Property, and to Seller's knowledge, no hazardous materials have been used, generated, stored, released, discharged or disposed of on, under or about the Property in violation of any environmental laws;

10.1.15. There are no leases, service contracts, maintenance agreements, or other agreements affecting the Property that will survive Closing or be binding on Buyer;

10.1.16. There are no special assessments, impact fees, development fees, or other similar charges pending or threatened against the Property;

10.1.17. All utilities necessary for Buyer's intended development of the Property are available at the property line with sufficient capacity for such development, or can be brought to the Property.

All references in this Agreement to the "knowledge of Seller" or "to Seller's knowledge" or similar qualifier refers only to the actual knowledge of the City Council of Seller.

10.2. Buyer hereby represents and warrants to Seller and agrees with Seller that, as of the Effective Date and as of the Closing Date:

10.2.1. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas, and is (or will be by Closing) in good standing under the laws of the State of Texas, and has all requisite power and authority to enter into this Agreement and all related agreements and perform its obligations hereunder;

10.2.2. Neither the execution nor the delivery of this Agreement by Buyer nor the consummation of the transactions contemplated by this Agreement will result in or constitute a violation or breach of any judgment, writ, injunction, order or decree issued against Buyer, or result in a violation or breach of any term or provision under any contract or agreement to which Buyer is at present a party or by which Buyer is bound or result in or constitute a violation of any law, statute, ordinance, rule or regulation applicable to Buyer.

11. Seller's Covenants.

11.1. Seller agrees as follows:

11.1.1. Between the Effective Date and the Closing Date or earlier termination of this Agreement, Seller will provide or cause to be provided substantially such services with respect to the Property that have been provided by Seller in the past in accordance with Seller's customary practice.

11.1.2. Between the Effective Date and the Closing Date or earlier termination of this Agreement, Seller will maintain its present casualty and liability insurance with respect to the Property, if any, (which insurance may be effected under a blanket policy or policies of insurance) in accordance with Seller's past practice.

11.1.3. Between the Effective Date and the Closing Date, Seller will cause to be performed all normal operational repairs required to be made to the Property in order to maintain the Property in the condition of the Property as of the Effective Date, reasonable wear and tear and natural deterioration and damage by fire or other casualty or condemnation excepted, provided that the foregoing shall not have the effect of requiring Seller to make any repairs or replacements of a capital nature to the Property.

11.1.4. If, prior to or after Closing, Buyer reasonably determines that any offsite easements and right-of-way dedications, including roads, sewer, and water, required for the development of the Property in accordance with Buyer's development plans ("Offsite Easements") on, over, across, or under any adjacent or nearby land owned by Seller are required, Seller will grant such Offsite Easements to Buyer or to the applicable governmental authority or utility provider at Closing, all at no additional cost to Buyer. This covenant will survive Closing.

12. Condemnation and Destruction.

12.1. If, prior to the Closing Date, a Taking (as hereinafter defined) occurs, then (a) Seller shall notify Buyer in writing and by email to all email addresses in this Agreement of such fact and (b) Buyer shall have the right to terminate this Agreement by delivering notice of such termination to Seller on or before the

earlier of the Closing Date or the date twenty (20) days after it receives such notice from Seller. In the event that Buyer fails to exercise such termination right within such twenty (20) day (or shorter) period, Buyer shall be deemed to have waived such termination right, in which event (x) Buyer shall not have any right or option to terminate this Agreement due to such Taking and this Agreement shall continue in effect, (y) at the Closing, Buyer shall accept the Property subject to such Taking or so much of the Property as remains thereafter, as the case may be, with no abatement of the Purchase Price, and (z) at the Closing, Seller shall assign and turn over to Buyer, and Buyer shall be entitled to receive and keep, all of Seller's interest in and to all awards for such Taking. In the event that Buyer delivers a notice of termination within such twenty (20) day (or shorter) period, the provisions of Section 7 of this Agreement shall apply to such termination.

12.2. If, prior to the Closing Date, a Non-Material Casualty (as hereinafter defined) occurs, then (i) Seller shall notify Buyer of such fact, (ii) Buyer shall not have any right or option to terminate this Agreement and this Agreement shall continue in effect, (iii) at the Closing Buyer shall accept the Property in the then "as is" condition of such Property with no abatement of the Purchase Price, and (iv) at the Closing, Seller shall assign and turn over to Buyer, and Buyer shall be entitled to receive and keep, all of Seller's interest in and to all insurance proceeds payable in connection with such Non-Material Casualty, and Buyer shall receive a credit against the Purchase Price at the Closing in the amount of any loss deductible payable in connection with such insurance proceeds. If, prior to the Closing Date, a Material Casualty (as hereinafter defined) occurs, then (a) Seller shall notify Buyer of such fact and (b) Buyer shall have the right to terminate this Agreement by delivering notice of such termination to Seller on or before the earlier of the Closing Date or the date twenty (20) days after it receives such notice from Seller. If Buyer fails to exercise such termination right within such twenty (20) day (or shorter) period, Buyer shall be deemed to have waived such termination right, in which event (x) Buyer shall not have any right or option to terminate this Agreement due to such Material Casualty and this Agreement shall continue in effect, (y) at the Closing Buyer shall accept the Property in the then "as is" condition of the Property with no abatement of the Purchase Price, and (z) at the Closing, Seller shall assign and turn over to Buyer, and Buyer shall be entitled to receive and keep, all of Seller's interest in and to all insurance proceeds payable in connection with such Material Casualty, and Buyer shall receive a credit against the Purchase Price at the Closing in the amount of any loss deductible payable in connection with such insurance proceeds. In the event that Buyer delivers a notice of termination within such ten (10) day (or shorter) period, then the provisions of Section 7 of this Agreement shall apply to such termination.

12.3. Notwithstanding anything to the contrary set forth in this Section 13, Seller shall have no obligation to repair any damage or destruction to the Property caused by any Casualty or to otherwise restore the Property after any Taking, and Seller shall have no other obligation or liability of any kind or nature in respect of any Casualty or Taking affecting the Property.

12.4. As used herein, the following terms shall have the following meanings:

12.4.1. "Casualty" means the destruction of all or a portion of the Property by fire or other casualty.

12.4.2. "Material Casualty" means a Casualty affecting more than one percent (1%) of the Property.

12.4.3. "Non-Material Casualty" means any Casualty other than a Material Casualty.

12.4.4. "Taking" means any taking of any portion of the Property by condemnation or eminent domain.

13. Brokers.

13.1. The White Rock Realty ("White Rock") is a licensed real estate broker and is the agent of Buyer. Darshana Patel is the designated agent with White Rock. Seller will pay (i) White Rock a real estate commission of three percent (3%) of the Purchase Price at Closing. Notwithstanding anything to the

contrary, the commission due in this paragraph is only applicable if the sale of the Property closes and only payable on gross sales price received by Seller in good funds. No commission shall be payable on any non-refundable earnest money if the Buyer does not close on the Property.

13.2. SELLER AND BUYER HEREBY AGREE TO PAY, AND INDEMNIFY, DEFEND (BY COUNSEL SELECTED BY THE INDEMNIFIED PARTY) AND SAVE THE OTHER PARTY HARMLESS FROM AND AGAINST ALL LIABILITIES, COSTS, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM ANYONE OTHER THAN WHITE ROCK CLAIMING ANY REAL ESTATE COMMISSION, FINDER'S FEE OR ANY FEE PAYABLE IN CONNECTION WITH THE SALE AND PURCHASE OF THE PROPERTY, OR ANY PORTION THEREOF BY VIRTUE OF AN AGREEMENT WITH THE INDEMNIFYING PARTY. SUCH COVENANTS AND INDEMNITIES RELATING TO THE PAYMENTS IN THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT AND NOT BE MERGED THEREIN.

14. Escrow.

14.1. The Title Company will not be liable: (i) to any of the parties for any act or omission to act except for its own gross negligence, bad faith or willful misconduct; (ii) for any legal effect, insufficiency, or undesirability of any instrument deposited with or delivered by the Title Company or exchanged by the parties hereunder, whether or not the Title Company prepared such instrument (except for the Commitment, the Owner Policy of any mortgage title policy); (iii) for any loss or impairment of funds that have been deposited in escrow while those funds are in the course of collection, or while those funds are on deposit in a financial institution, if such loss or impairment results from the failure, insolvency or suspension of a financial institution, unless the Title Company fails to move such funds to another financial institution in accordance with joint written instructions from Seller and Buyer to the Title Company, (iv) for the expiration of any time limit or other consequence of delay, unless a properly executed written instruction, accepted by the Title Company, has instructed the Title Company to comply with such time limit; or (v) for the default, error, action or omission of either Seller or Buyer to the escrow. The Title Company will be entitled to rely, in good faith, on any document or paper received by it, believed by the Title Company, in good faith, to be bona fide and genuine.

14.2. In the event of any dispute as to the disposition of the Earnest Money or any other monies held in escrow, the Title Company will give written notice to all parties advising same that, in the absence of written instructions signed by both Buyer and Seller received within the next ten (10) days, the Title Company may interplead the Earnest Money by filing an interpleader action in the District Court of the County where the Property is located (to the jurisdiction of which both parties hereby consent) or may continue to hold the Earnest Money and take no action until the Title Company receives such joint written instructions or an order of a court as to the disposition of same. If the Title Company receives the aforesaid written instructions, it will continue to hold the Earnest Money pursuant to such written instructions. If the Title Company does not receive the aforesaid written instructions, it may pay into the registry of the court the Earnest Money and any other monies held in escrow or may continue to hold the Earnest Money and take no action until the Title Company receives such joint written instructions or an order of a court as to the disposition of same, whereupon the Title Company will be relieved and released from any further liability as escrow agent hereunder. The Title Company will not be liable for the Title Company's compliance with any legal process, subpoena, writs, orders, judgments and decree of any court, whether issued with or without jurisdiction, and whether or not subsequently vacated, modified, set aside or reversed.

15. Closing Costs. Seller shall pay (a) all state, county, municipal and/or local conveyance taxes with respect to the transaction contemplated by this Agreement including without limitation documentary stamp taxes and surtaxes, (b) the title insurance premiums for the owner title policy, (c) any real estate commissions and (d) the escrow fees to Escrow Agent. Buyer shall pay (a) title endorsements requested by Buyer or its lender, (b) all due diligence costs, and (c) all recording fees and charges for the Deed. Each party hereto shall pay such party's own legal fees and all of such party's other expenses in connection with this transaction.

16. Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made by e-mail (e-mail alone is sufficient notice method for all purposes) or (i) upon the date of personal delivery (if notice is delivered by personal delivery), or (ii) on the day one (1) Business Day after deposit with a nationally recognized overnight courier service (if notice is delivered by nationally recognized overnight courier service), and in any case addressed to the parties at the addresses set forth below (or to such other addresses as the parties may specify by due notice to the other) - notice to Buyer's legal counsel shall not be deemed notice to Buyer:

If to Seller:

The City of Duncanville
Attn: Mike Land, City Manager
203 E Wheatland Rd
Duncanville, TX 75116

If to Buyer:

KKMD INVESTMENTS, LLC
5503 Statesman Lane
Frisco, Texas 75036
Email: mikepatel918@gmail.com and info@dpre-tx.net

With a copy to:

Nichols Jackson, LLP.
Attn: Robert E. Hager, City Attorney
500 N. Akard St.
Suite 1800
Dallas, TX 75201
Email: rhager@njdhs.com

17. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the heirs, executors, administrators, successors and assigns of the respective parties. Buyer shall not have any right to assign this Agreement without the prior written consent of Seller (such consent shall be in Seller's sole discretion), and any such prohibited assignment shall be void. Notwithstanding the foregoing, Buyer shall have the right to assign this Agreement to an Affiliate of Buyer. For purposes of this Agreement, an "Affiliate" means any other entity directly or indirectly controlling or controlled by or under direct or indirect common control with Buyer. For purposes of this definition, "control" means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

18. Counterpart Execution; Execution by Facsimile Transmission/.PDF Format. This Agreement may be executed in more than one counterpart, each of which, when taken together, shall be deemed to be one (1) instrument. This Agreement may be executed by facsimile transmission or by email via .pdf format, in each case, with the same force and effect as originals. The parties agree that this Agreement may be electronically or digitally signed. The parties agree that the electronic or digital signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

19. Ambiguities Not Construed Against Drafter. Ambiguities in this Agreement shall not be construed against the party drafting this Agreement, notwithstanding any contrary rule of construction or interpretation at law or in equity.

20. No Special Relationship Between Seller and Buyer. Buyer and Seller acknowledge and agree

that the relationship between Buyer and Seller is solely a commercial relationship, and the execution of this Agreement by Buyer and Seller shall not create (and neither Buyer nor Seller intends to create) any relationship of principal and agent between Buyer and Seller, or any partnership or joint venture relationship between Buyer and Seller. Neither Buyer nor Seller shall be deemed to be a fiduciary of the other party.

21. **Effective Date.** The effective date of this Contract (the "Effective Date") is the date upon which a fully signed Contract, together with the Earnest Money, is delivered to the Title Company.

22. **Choice of Law and Venue.** This Agreement will be construed under and in accordance with the laws of the State of Texas. Venue for any causes of action, controversy or dispute regarding this Agreement or the subject matter hereof will be in Dallas County, Texas. BUYER AND SELLER EACH HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BUYER AND SELLER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. SELLER OR BUYER, AS APPLICABLE, IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY BUYER OR SELLER, AS APPLICABLE. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT.

23. **Release of Earnest Money.** In the event that pursuant to the provisions of this Agreement either Seller or Buyer is entitled to receive the, the other Party is obligated to execute promptly such direction or agreement as may be required by the Title Company incident to the disposition of such Earnest Money.

24. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance is, to any extent, determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each such term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

25. **Sole Agreement.** This Agreement constitutes the sole and only agreement of the Parties with respect to the Property and supersedes any prior understanding or written or oral agreements between the Parties respecting the subject matter of this Agreement and, except as otherwise provided in this Agreement, cannot be amended or modified except by written agreement signed by Seller and Buyer.

26. **Gender.** Words of any gender used in this Agreement will be held and construed to include any other gender and words in the singular number include the plural and vice versa unless the context requires otherwise.

27. **Attorney's Fees.** Each Party shall be responsible for its own attorney fees and expenses.

28. **Binding Effect.** This Agreement has no binding effect on either Party until executed by both Parties.

29. **Miscellaneous.**

29.1. Time is of the essence under this Agreement.

29.2. If any date set forth in this Agreement for the performance of any obligation by Buyer or Seller or for the delivery of any instrument or notice should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery will be deemed acceptable on the next business day following

such Saturday, Sunday or legal holiday. For purposes of this paragraph, "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in Dallas County, Texas, for the observance thereof.

29.3. Section headings may not be used in construing this Agreement. Each Party acknowledges that such Party and its counsel, after negotiation and consultation, has reviewed and revised this Agreement. As such, the terms of this Agreement must be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting Party, may not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits hereto or thereto. The words "herein", "hereof", "hereunder", "hereby", "this Agreement" and other similar references will be construed to mean and include this Agreement and all amendments and supplements hereto unless the context clearly indicates or requires otherwise. Whenever the words "including", "include" or "includes" are used in this Agreement, they will be interpreted in a non-exclusive manner. Except as otherwise indicated all Exhibit and Section references in this Agreement will be deemed to refer to the Exhibits and Sections in this Agreement.

29.4. Each Party must take any actions that may be required to comply with the terms of the USA Patriot Act of 2001, as amended, any regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, any sanctions program administered by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network) (the "Executive Order"), or any other Laws, regulations or executive orders designed to combat terrorism or money laundering, if applicable, to this Agreement. Each Party represents and warrants to the other Party that it is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury, as last updated prior to the date of this Agreement.

30. DISCLOSURES: Buyer is hereby provided the following notices required by law, or otherwise:

30.1. **Annexation Disclosures.** If the Property that is the subject of this Agreement is located outside the limits of a municipality, the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

30.2. **Notice of Water and Sewer Service.** Pursuant to Section 13.257 of the Texas Water Code, Seller provides Buyer with the following notice: The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area, there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. By signing this Agreement, the undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property. At the Closing, Buyer agrees to execute a separate copy of the foregoing notice with current information, in a form required by Section 13.257 of the Texas Water Code, to be subsequently recorded at Buyer's expense in the real property records of the county in which the Property is located.

30.3. **Utility District.** Buyer agrees that if the Property is situated in any utility district, Buyer will sign and acknowledge at or prior to the Closing, a statutory notice as required under Section 54.812 of the Texas Water Code.

30.4. **Pipelines.** If a transportation pipeline, including a pipeline for the transportation of natural gas, natural gas liquids, synthetic gas, liquefied petroleum gas, petroleum or a petroleum product or hazardous substance, is located on or within the Land, Seller shall give Buyer statutory notice regarding such pipeline(s) as required by Section 5.013 of the Texas Property Code.

30.5. **Public Improvement Districts.** If the Property is in a public improvement district, § 5.014, Property Code, requires Seller to notify Buyer as follows: As a Buyer of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

30.6. **Texas Agricultural Development District.** Seller has no knowledge whether the Property is located in a Texas Agricultural Development District. For additional information contact the Texas Department of Agriculture.

30.7. **1031 Exchange.** Buyer and Seller agree that, at either party's election, this transaction may be structured as an exchange of like-kind properties under Section 1031 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations and proposed regulations thereunder. The non-electing party shall reasonably cooperate with the electing party. **The electing party shall in all events be responsible for all costs and expenses related to the Section 1031 exchange and shall fully indemnify, defend and hold the non-electing party harmless from and against any and all liability, claims, damages, expenses (including attorneys' fees), proceedings and causes of action of any kind or nature whatsoever arising out of, connected with or in any manner related to such 1031 exchange that would not have been incurred by the non-electing party if the transaction were a purchase for cash.** The provisions of the immediately preceding sentence shall survive Closing. In no event shall (i) the non-electing party be obligated to undertake any obligations or liabilities that it would not have had if the electing party did not elect to structure the transaction as an exchange of like-kind property under Section 1031 of the Code or (ii) any Section 1031 exchange delay or be a condition to Closing.

31. **Force Majeure.** Neither party shall be responsible for delays or failures in performance resulting from acts beyond its reasonable control, including but not limited to, acts of God, strikes, lockouts, riots, acts of war or terrorism, epidemics, pandemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes, floods, or other disasters ("Force Majeure Event"). The party suffering a Force Majeure Event shall give notice to the other party and shall use reasonable efforts to minimize the impact of such Force Majeure Event. In the event of a Force Majeure Event, all deadlines under this Agreement shall be extended for a period equal to the delay caused by the Force Majeure Event.

32. **Survival.** The following provisions shall survive Closing and shall not be merged into the deed or any other closing documents: Sections 3.1.5 (Indemnification), 10.1 (Seller's Representations), 13 (Brokers), , and any other provisions that expressly state they survive Closing or should reasonably survive closing. This Section 32 shall survive Closing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the Effective Date.

SELLER:

The City of Duncanville

By: 

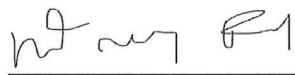
Name: Douglas E. Finch

Title: City Manager

per Reso #
2025-422

BUYER:

KKMD INVESTMENTS, LLC,
a Texas limited liability company

By: 

Name: Manish Patel

Title: Managing Member

EXHIBIT A
Description of the Land

BEING a tract or parcel of land situated in the Robert F. Merrill Survey, Abstract No. 883, City of Duncanville, Dallas County, Texas and being more fully described as follows:

BEGINNING at a 1/2 inch iron rod found at the Southeast intersection of East Interstate Highway 20 and N. Alexander Avenue;

THENCE South 56 degrees 02 minutes 30 seconds East, with the Southwest line of said East Interstate Highway 20, 391.47' to a 1/2 inch iron pipe set for corner;

THENCE continuing with the Southwest line of said East Interstate Highway 20, South 68 degrees 14 minutes 01 second East, 213.64' to a 7/8 inch iron rod found at the Northwest corner of a tract of land conveyed to Circuit Investors #2, recorded in Volume 92223 Page 3891, Deed Records, Dallas County, Texas;

THENCE South 01 degree 23 minutes 47 seconds East with the West line of said Circuit Investors Tract, 258.87' to a 1/2 inch iron rod set for corner at the Northeast corner of a tract of land conveyed to La Mexicana Tortilla Factory, Inc. recorded in Volume 2004190 Page 3261, Deed Records, Dallas County, Texas;

THENCE South 89 degrees 14 minutes 25 seconds West with the North line of said La Mexicana Tortilla Factory Tract, 520.00' to a 5/8 inch iron rod found for the Northwest corner of said La Mexicana Tortilla Factory Tract and on the East line of said N. Alexander Avenue;

THENCE North 0 degrees 57 minutes 43 seconds West with the East line of said N. Alexander Avenue, 563.66' to the PLACE OF BEGINNING and Containing 4.69 acres of land, more or less.

EXHIBIT "A"

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT CITY OF DUNCANVILLE, TEXAS AND KKMD INVESTMENTS, LLC 730 E. IH 20, DUNCANVILLE, TEXAS

This First Amendment to the Purchase and Sale Agreement (this "Amendment") is made and entered into as of the 18th day of February, 2025 (the "Effective Date"), by and between the **CITY OF DUNCANVILLE, TEXAS**, a home-rule municipality and political subdivision of the State of Texas ("Seller"), and **KKMD INVESTMENTS, LLC**, a Texas limited liability company ("Buyer").

RECITALS

WHEREAS, Seller and Buyer entered into that certain Purchase and Sale Agreement dated February 18, 2025 (the "Agreement"), for the conveyance of certain real property located at 730 E. IH 20, Duncanville, Texas (the "Property"); and

WHEREAS, the Property is a significant and visible site within the City of Duncanville, and its redevelopment is anticipated to provide substantial economic and community benefits; and

WHEREAS, the parties desire to amend the Agreement to (i) extend the Inspection Period by thirty (30) calendar days and (ii) provide for an additional deposit of earnest money in the amount of Ten Thousand Dollars (\$10,000.00); and

WHEREAS, the Seller finds that providing this extension is in the best interest of the City to support the successful development of the site and to realize the anticipated public benefits;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Extension of Inspection Period

The Inspection Period as set forth in Section 6 of the Agreement shall be, and hereby is, extended by thirty (30) calendar days from its original expiration date. All references in the Agreement to the "Inspection Period" shall be deemed to refer to the Inspection Period as extended by this Amendment.

2. Additional Earnest Money

Within three (3) business days after the Effective Date of this Amendment, Buyer shall deposit with the Title Company an additional earnest money payment in the amount of Ten Thousand Dollars (\$10,000.00), which shall be held, disbursed, and applied in accordance with the provisions of the Agreement.

3. No Other Amendments

Except as expressly modified by this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

4. Counterparts; Electronic Signatures

This Amendment may be executed in any number of counterparts and by electronic or PDF signature, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to be effective as of the Effective Date first written above.

SELLER:

CITY OF DUNCANVILLE, TEXAS

By: Richard Abernethy

Name: Richard Abernethy

Title: Interim City Manager

BUYER:

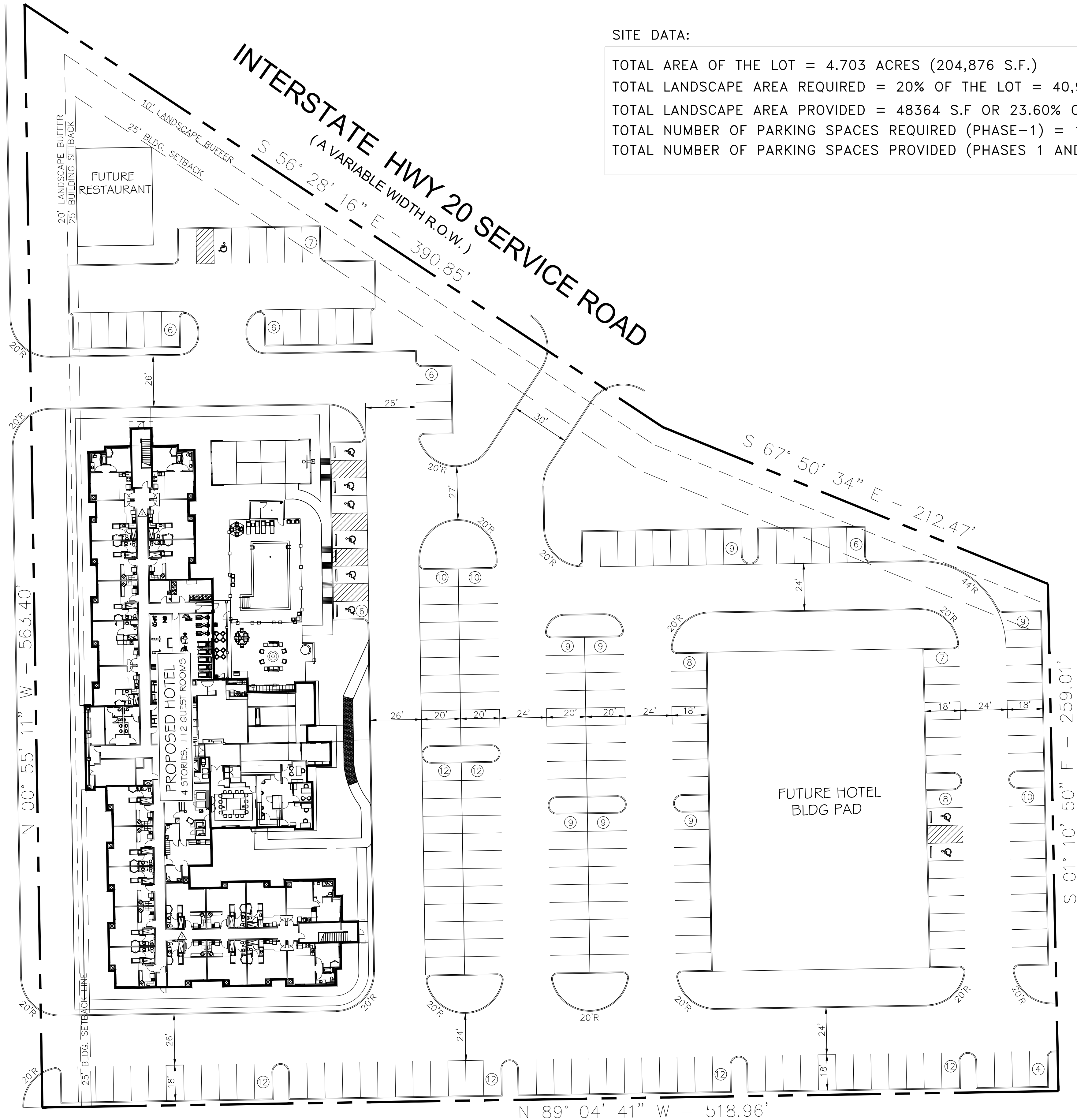
KKMD INVESTMENTS, LLC

By: [Signature]

Name:

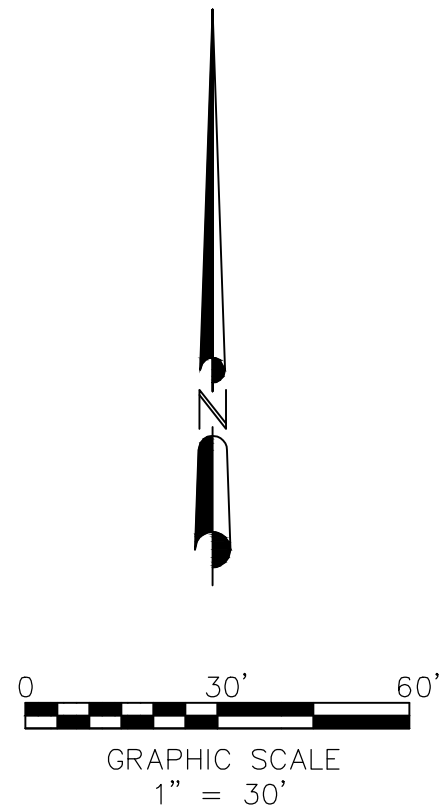
Title:

N. ALEXANDER AVENUE
(A 60' R.O.W.)



SITE DATA:

TOTAL AREA OF THE LOT = 4.703 ACRES (204,876 S.F.)
TOTAL LANDSCAPE AREA REQUIRED = 20% OF THE LOT = 40,975 S.F
TOTAL LANDSCAPE AREA PROVIDED = 48364 S.F OR 23.60% OF THE LOT
TOTAL NUMBER OF PARKING SPACES REQUIRED (PHASE-1) = 112
TOTAL NUMBER OF PARKING SPACES PROVIDED (PHASES 1 AND 2) = 225



LOT 1A, BLOCK A
OF
LOT 1A, 2A, 3A AND 4A, BLOCK A
CIRCUIT CITY - REDBIRD ADDITION
VOL. 92220, PG 1940
D.R.D.C.T

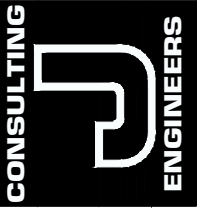
LOT 1, BLOCK A
OF
LOT 1, BLOCK A
VENTURE REDBIRD ADDITION
VOL. 93233, PG 2184
D.R.D.C.T

Residence Hotel
Duncanville, Texas

JAHVANI CONSULTING
ENGINEERS, INC.

TYPE REGISTRATION NO. F-10198

2121 N. JOSEY LANE, #200
CARROLLTON, TEXAS 75006
TEL. (214) 718-9469
jahvani@hotmail.com



REVISIONS DATE

SEAL



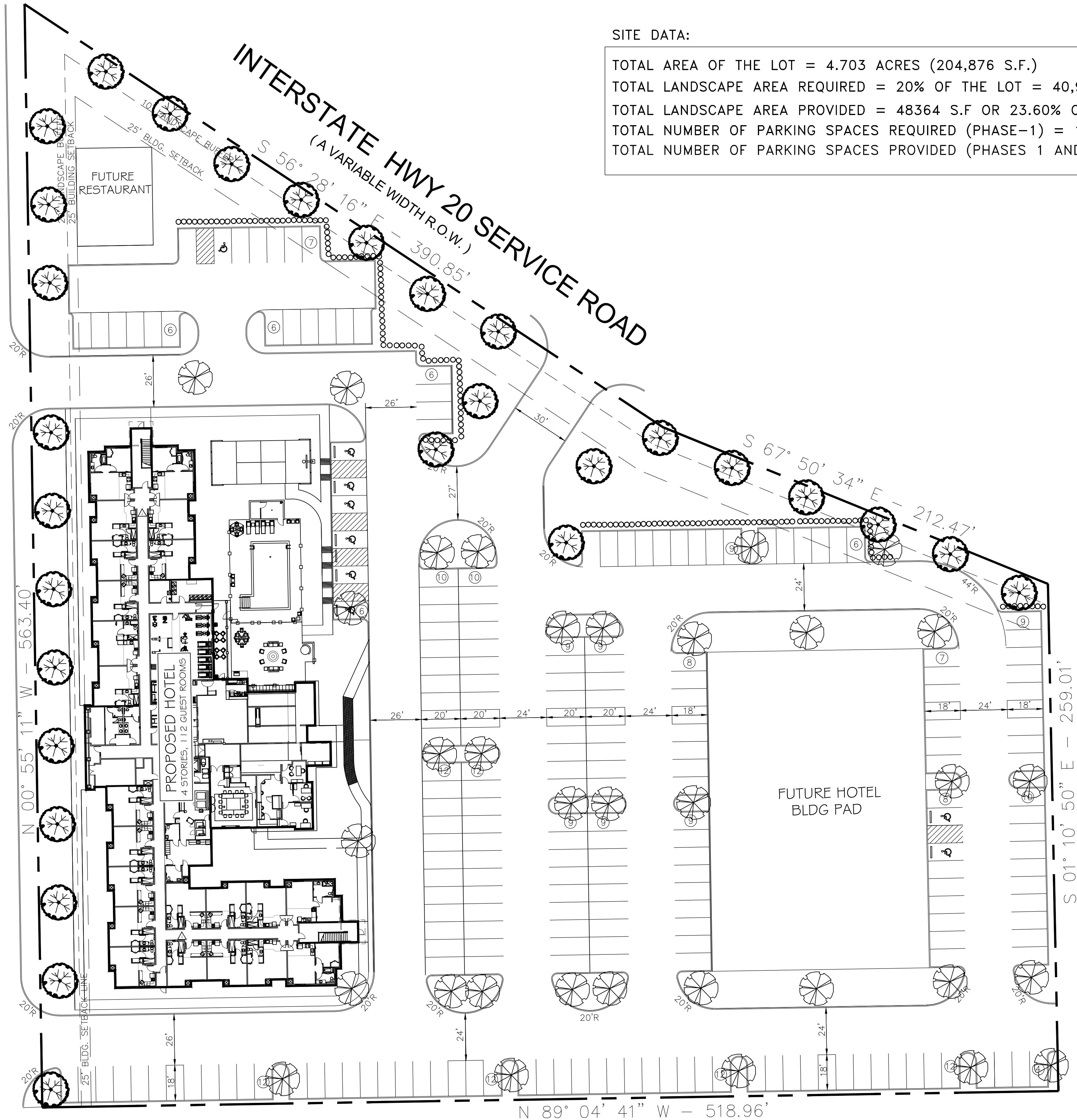
DWG. TITLE:
CONCEPT
SITE PLAN

DRAWN BY: HJ
SCALE: 1" = 30'

DATE 10-04-2025

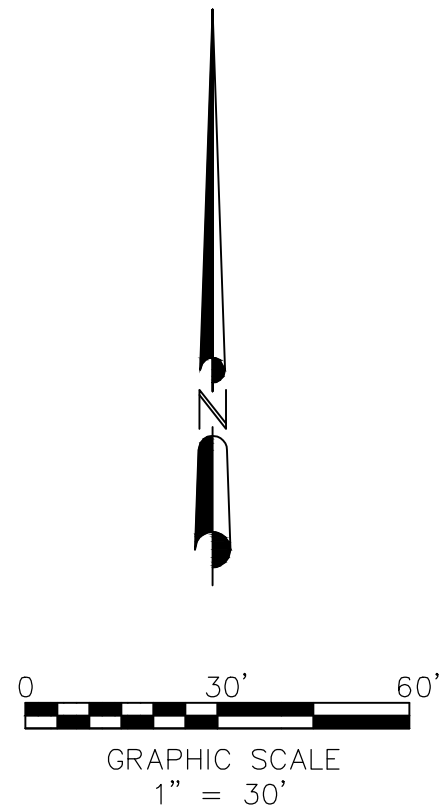
1 OF 1
SHEET NUMBER

N. ALEXANDER AVENUE
(A 60' R.O.W.)

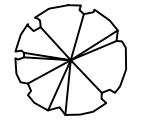


SITE DATA:

TOTAL AREA OF THE LOT = 4.703 ACRES (204,876 S.F.)
TOTAL LANDSCAPE AREA REQUIRED = 20% OF THE LOT = 40,975 S.F
TOTAL LANDSCAPE AREA PROVIDED = 48364 S.F OR 23.60% OF THE LOT
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TOTAL NUMBER OF PARKING SPACES PROVIDED (PHASES 1 AND 2) = 229



LOT 1A, BLOCK A
OF
LOT 1A, 2A, 3A AND 4A, BLOCK A
CIRCUIT CITY - REDBIRD ADDITION
VOL. 92220, D.R.D.C.T

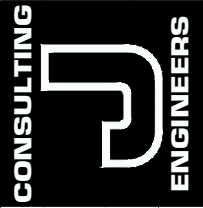
- LEGEND:**
-  = CANOPY TREE
 -  = CANOPY TREE
 -  = SHRUBS

LOT 1, BLOCK A
OF
LOT 1, BLOCK A
VENTURE REDBIRD ADDITION
VOL. 93233, PG 2184
D.R.D.C.T

Residence Hotel
Duncanville, Texas

**JAHVANI CONSULTING
ENGINEERS, INC.**

TYPE REGISTRATION NO. F-10198
2121 N. JOSEY LANE, #200
CARROLLTON, TEXAS 75006
TEL. (214) 718-9469
jahvam@hotmail.com



REVISIONS DATE

SEAL

DWG. TITLE:
CONCEPT
LANDSCAPE PLAN

DRAWN BY: HJ
SCALE: 1" = 30'

DATE 10-04-2025

1 OF 1
SHEET NUMBER

Residence Inn

BY MARRIOTT



GEN 9.1 | DESIGN GUIDELINE DRAWINGS
US & CANADA

128 UNIT 4-STORY

NEUHAUS

THE DESIGN AND CONSTRUCTION CRITERIA DOCUMENTS INCLUDE THE FOLLOWING COMPONENTS:

- 1. DESIGN STANDARDS**
2. DESIGN GUIDELINE DRAWINGS
3. NEW BUILD BUILDING PRODUCT MANUALS (BPM):
 -BUILDING SITE + EXTERIOR BPM
 -PUBLIC SPACE BPM
 -GUESTROOM BPM
 -FOOD SERVICE + GUEST LAUNDRY EQUIPMENT BPM
4. INTERIOR SIGNAGE SPECIFICATIONS
5. EXTERIOR SIGNAGE SPECIFICATIONS
6. INTERIOR DESIGN SPECIFICATIONS MANUAL (IDSM)

ALL OF THESE DOCUMENTS ARE INTEGRAL ELEMENTS OF THE COMPLETE DESIGN AND CONSTRUCTION INFORMATION. THE ARCHITECT OF RECORD IS RESPONSIBLE FOR INCORPORATING ALL COMPONENTS OF THE CRITERIA DOCUMENTS IN THE DEVELOPMENT OF ANY RESIDENCE INN BY MARRIOTT PROJECT.

ISSUED BY:
MARRIOTT INTERNATIONAL

INITIAL RELEASE: JANUARY 2017		
Revision Number	Revision Date	Revision Description
1	04/28/17	CHANGE BULLETINS
2	08/31/17	CHANGE BULLETINS
3	12/22/17	CHANGE BULLETINS
4	04/27/18	CHANGE BULLETINS
5	08/24/18	CHANGE BULLETINS
6	12/21/18	CHANGE BULLETINS
7	04/29/19	CHANGE BULLETINS
8	09/16/19	CHANGE BULLETINS
9	12/23/19	CHANGE BULLETINS
10	12/11/20	ACCESSIBLE BED HEIGHT UPDATE
11	08/29/22	CHANGE BULLETINS
12	06/29/22	BAR INITIATIVE
13	11/30/23	CHANGE BULLETINS

Design Guideline Drawings

ISSUE DATE: 1/20/17
 REVISION/DATE: 11/05/23
 GENERATION: GEN 8.1 17845
 DECOR: NEU-MALD

COVER SHEET

NOT FOR CONSTRUCTION

THE NAME: 00-P-00 1-001-Cover

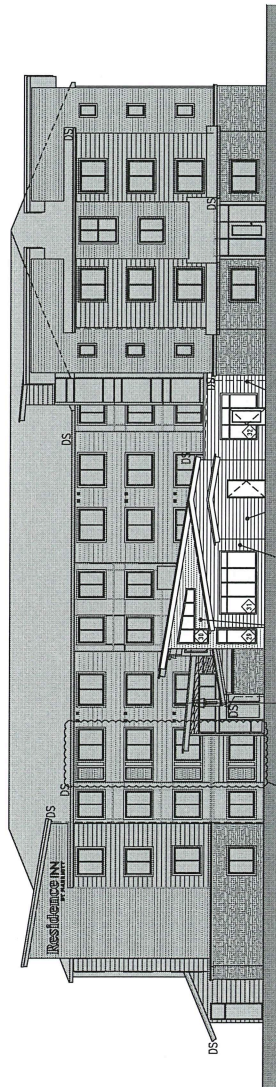
The no design guidelines and all materials, pre-culture systems and control herein contained or depicted are "Design Guidelines" have been prepared by and/or are owned by Merck Biotechnology, Inc. or its affiliates ("Merck"), and are the sole and exclusive property of Merck, which owns all right, title and interest therein, including copyright, and which reserves all rights herein. All contents should be used only as submitted by Merck and should not be copied either in whole or in part without its written consent.

- ## GENERAL NOTES

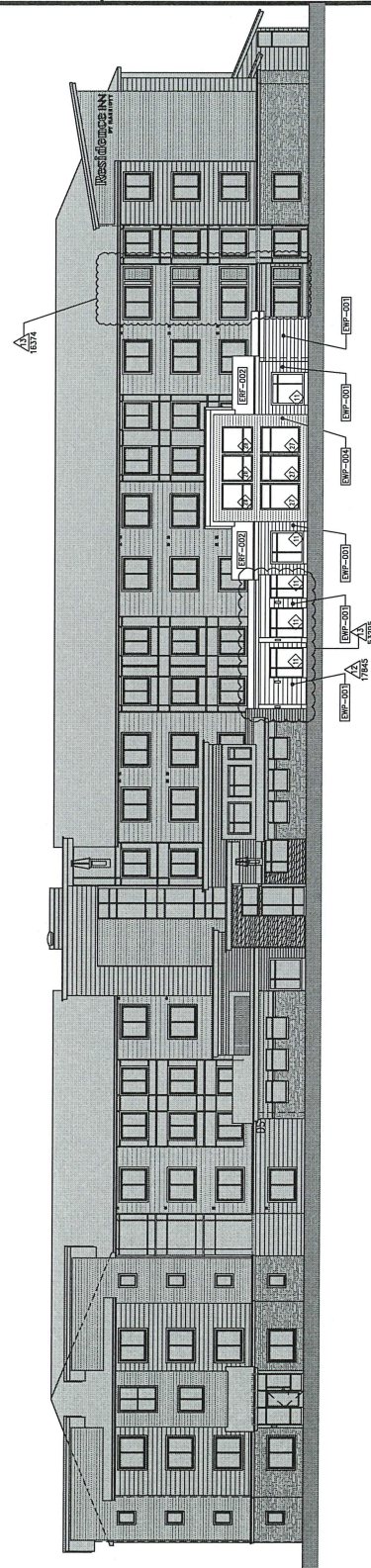
1. BUILDING ELEVATIONS ARE APPROPRIATE AND WILL VARY BASED UPON STRUCTURAL SYSTEM.
2. REFER TO BUILDING SITE + EXTERIOR BWP FOR MATERIALS AND COLORS.
3. CONNECTIONS TO BE TIE-CLAMPED INTO UNDERGROUND STORM SEWER WHEREVER POSSIBLE WHEN NOT POSSIBLE THEY SHALL BE TIE-CLAMPED TO EXISTING 18" DIA. STORM WATER MAIN SHALL NOT DRAIN ACROSS WALKWAYS.
4. THERE ARE TWO DIFFERENT EXTERIOR COLOR SCHEDULES "POOR CREDIT" AND "GOODMAY". THE "POOR CREDIT" SCHEDULE REFERENCE THE "TRUCKY CREDIT" COLORS. REFERENCE THE BUILDING SITE + EXTERIOR BWP FOR A COMPLETE LIST OF FINISHES.
5. AREA SHOWN IN GRAY HATCHING REMAINS UNCHANGED AND IS SHOWN ONLY FOR REFERENCE PURPOSES.

POOL LEFT ELEVATION

REFERENCES FROM 2006



REFERENCES FROM 2014



REFERENCES FROM 2006

WALLS, CEILING & FRAME PAINT FINISH	STONE VENEER	6" EXPOSURE CONCRETE PIERS UP SOILING	1/2" EXPOSURE CONCRETE PIERS UP SOILING	BOARDS AND BUTTER CHICK FINISH PANEL SOILING	FIBER CONCRETE WALL PANELS	FIBER CONCRETE WALL TRIM	FIBER CONCRETE SOFFIT	CEILING SOFFIT	ASPHALT SINGLE ROOF	STANDING SEAM SHEET METAL ROOFING
EFP-001	EVS-001	RWP-002	RWP-003	RWP-005	RWP-007	RWP-008	EFP-009	EFP-010	EFP-011	EFP-012

ISSUE DATE:	12/6/17	 GEN 1.1 17845
REVISION DATE:	11/09/23	
GENERATION:		

DECOR: NEUHAUS
EXTERIOR ELEVATIONS -
INDOOR POOL

212A

NOT FOR CONSTRUCTION

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, ACKNOWLEDGING RECEIPT OF DOCUMENTATION AND COMMITMENT FROM KKMD INVESTMENTS, LLC PURSUANT TO THE PURCHASE AND SALE AGREEMENT FOR 730 E. IH 20, AND AUTHORIZING THE INTERIM CITY MANAGER TO PROCEED WITH CLOSING AND ALL NECESSARY ACTIONS TO COMPLETE THE TRANSACTION.

WHEREAS, the City of Duncanville, Texas (the “City”), and KKMD Investments, LLC (the “Developer”) entered into a Purchase and Sale Agreement (“PSA”) for the conveyance and redevelopment of the City-owned property located at 730 E. IH 20, Duncanville, Texas (the “Property”); and

WHEREAS, the PSA required the Developer, at the conclusion of the inspection period, to submit to the City certain documents including a Development Plan, hotel brand/flag identification, operator commitment, conceptual site plan, development timeline, and financial/feasibility information; and

WHEREAS, the Developer has submitted such documentation, and by resolution of KKMD Investments, LLC, has acknowledged compliance with the PSA and reaffirmed its commitment to redevelop the Property as a nationally branded hotel project; and

WHEREAS, the City Council finds that the Developer has satisfied its obligations under the PSA as of the inspection period and that it is in the best interest of the City to authorize the Interim City Manager to take the necessary steps to finalize the transaction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS:

SECTION 1. Acknowledgement of Compliance. The City Council hereby acknowledges receipt of the Development Plan and all other documentation required under the PSA, as submitted by KKMD Investments, LLC, and acknowledges the Developer’s commitment to proceed with the hotel project.

SECTION 2. Authorization to Proceed. The Interim City Manager, or his designee, is hereby authorized to take all actions necessary to proceed to closing on the Property and to execute all related documents consistent with the PSA.

SECTION 3. Future Obligations. The Developer is expected to adhere to the approved Development Plan and timeline, initiate financing, permitting, and pre-construction activities, and provide periodic progress updates to the City on the hotel project.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on this the 4th day of November 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - November 4, 2025

TITLE:

Highway 67 Temporary Tag Enforcement

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

STAFF RESPONSIBLE:

Adrian Tijerina

BACKGROUND/HISTORY:

POLICY EXPLANATION:

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

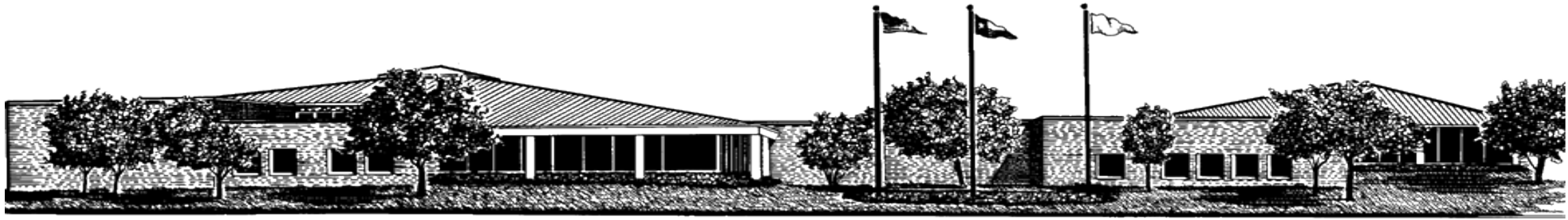
After Encumber

N/A

ACTION ALTERNATIVES:

ATTACHMENTS:

Hwy 67 Temp Tag_Final



HWY 67 TEMPORARY TAG ENFORCEMENT

NOVEMBER 4, 2025

REAGAN GOODWIN, LIEUTENANT



We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self



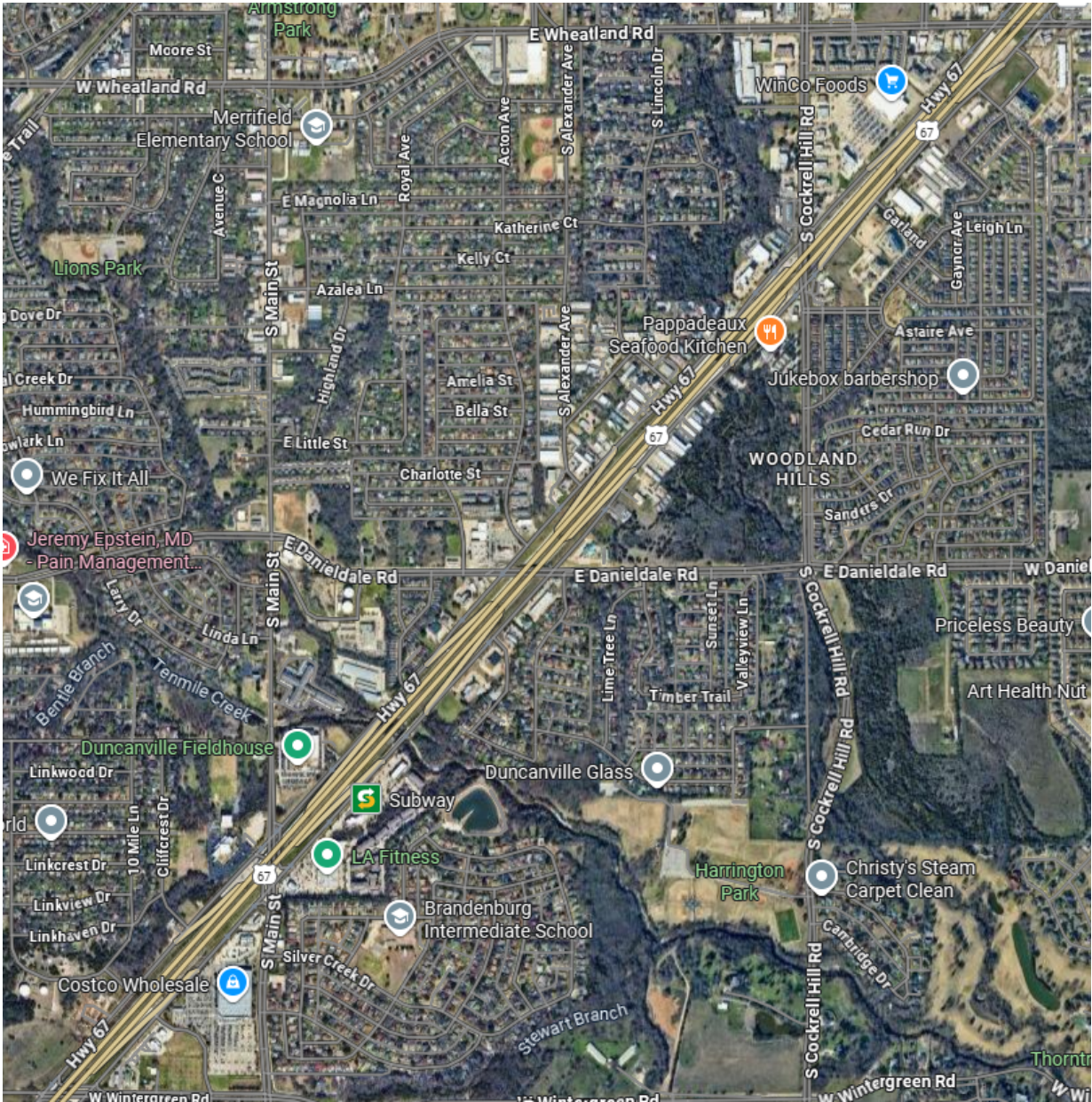
Purpose

Problem: The uncontrolled use of temporary tags in Texas has led to several issues experienced by the Duncanville Police Department and every other law enforcement agency. Notable issues with temporary tags include:

- Used to conceal identity of suspect vehicles used in offenses
- Used to conceal identity of stolen vehicles, often when being sold to unsuspecting individuals making purchases from sources other than dealerships
- Operated by individuals who use them to avoid purchasing automotive insurance (or registration) and concealing the identity of their vehicle in hit and run accidents

Plan: Target vehicles bearing temporary tags for traffic enforcement within the corridor areas that account for a majority of the city's property crime, violent crime, and traffic accidents.

Focus Area – Hwy 67 and Service Roads





Major Locations in/near Focus Area

Hotels – La Quinta, Best Western, Holiday Inn Express

Businesses/Restaurants – Costco, Pappadeaux, Winco, LA Fitness

Neighborhoods/Apartment Complexes – Hollywood Park, Bella Ruscello Apartments, Candlelight Apartments

City Building – Duncanville Fieldhouse

- Timeline
 - June 5th – July 5th
- Personnel
 - 2-3 Officers
- Personnel
 - 2 4-hour blocks per day
 - 6 AM – 10 AM / 6 PM – 10 PM
- Equipment
 - OBD Reader
 - Mobile Flock Camera

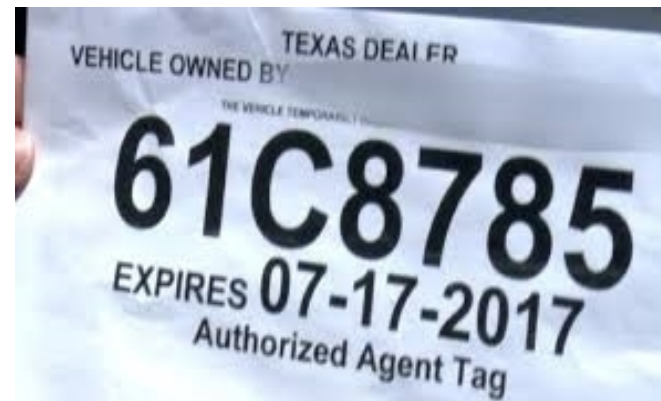


Fictitious Tag Identification

Correct Temporary Tag Examples:



Fictitious Tag Examples:



Fictitious Tag Identification Cont.

Temporary tags were determined to be fictitious by:

- Officers observing a vehicle displaying a paper tag that is readily identifiable as invalid or fictitious (out of date, formatting, incorrect information), and conducting a traffic stop
- Officers observing a vehicle displaying a paper tag commit a separate traffic offense, conducting a traffic stop, and determining the tag to be fictitious during their investigation (No/Incorrect NCIC return).

Hwy 67 Temp Tag - Police Enforcement Report (6/05/2025 – 07/05/2025)

Traffic Stops	Citations	Vehicles Towed	Seized Fictitious Tags	Arrests	Overtime Shifts
55	39	6	9	3	30

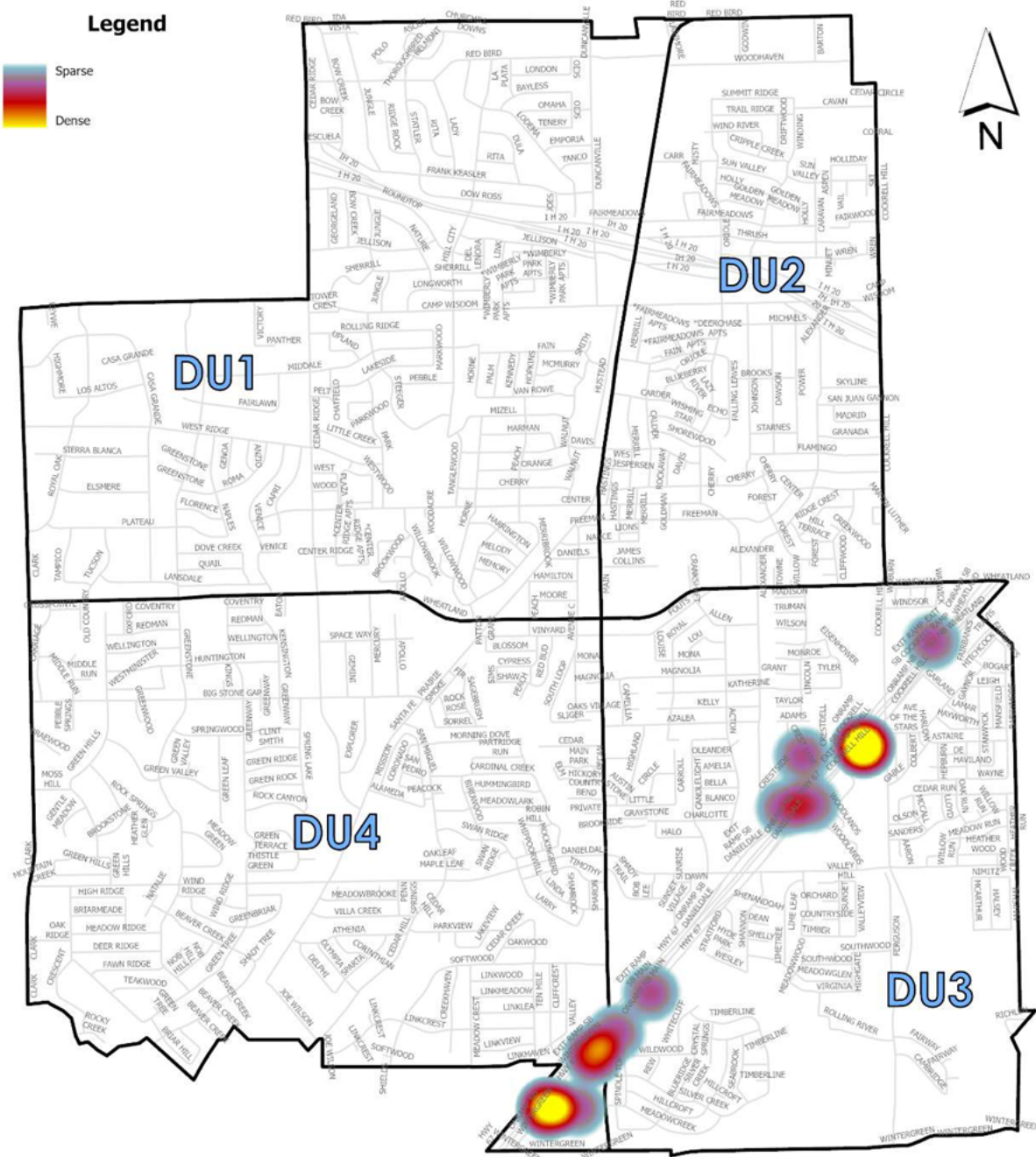


Enforcement Report Cont.

- Most cited offenses
 - No Drivers License – 10
 - Failure to Maintain Financial Responsibility – 8
 - Expired Registration – 7
- Arrests
 - Warrant – 1
 - Marijuana Possession – 1
 - Unlawful Carry of a Weapon - 1
- Vehicle Tows
 - Failure to Maintain Financial Responsibility – 6

06/05/2024 – 07/05/2024

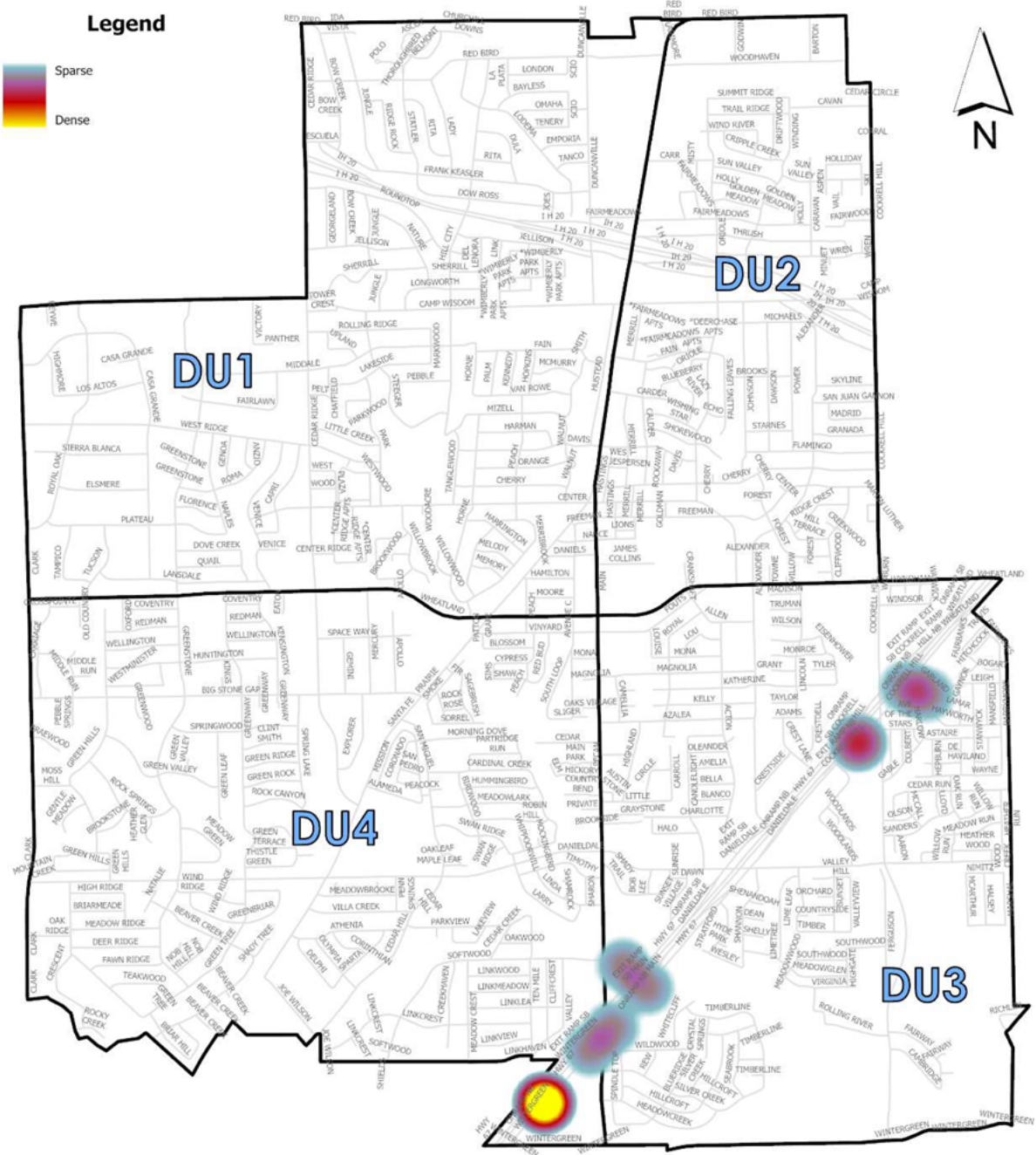
Motor Vehicle Thefts and Theft From Motor Vehicles



Motor Vehicle Thefts	Theft From Motor Vehicles	Total
6	9	15

05/04/2025 – 06/04/2025

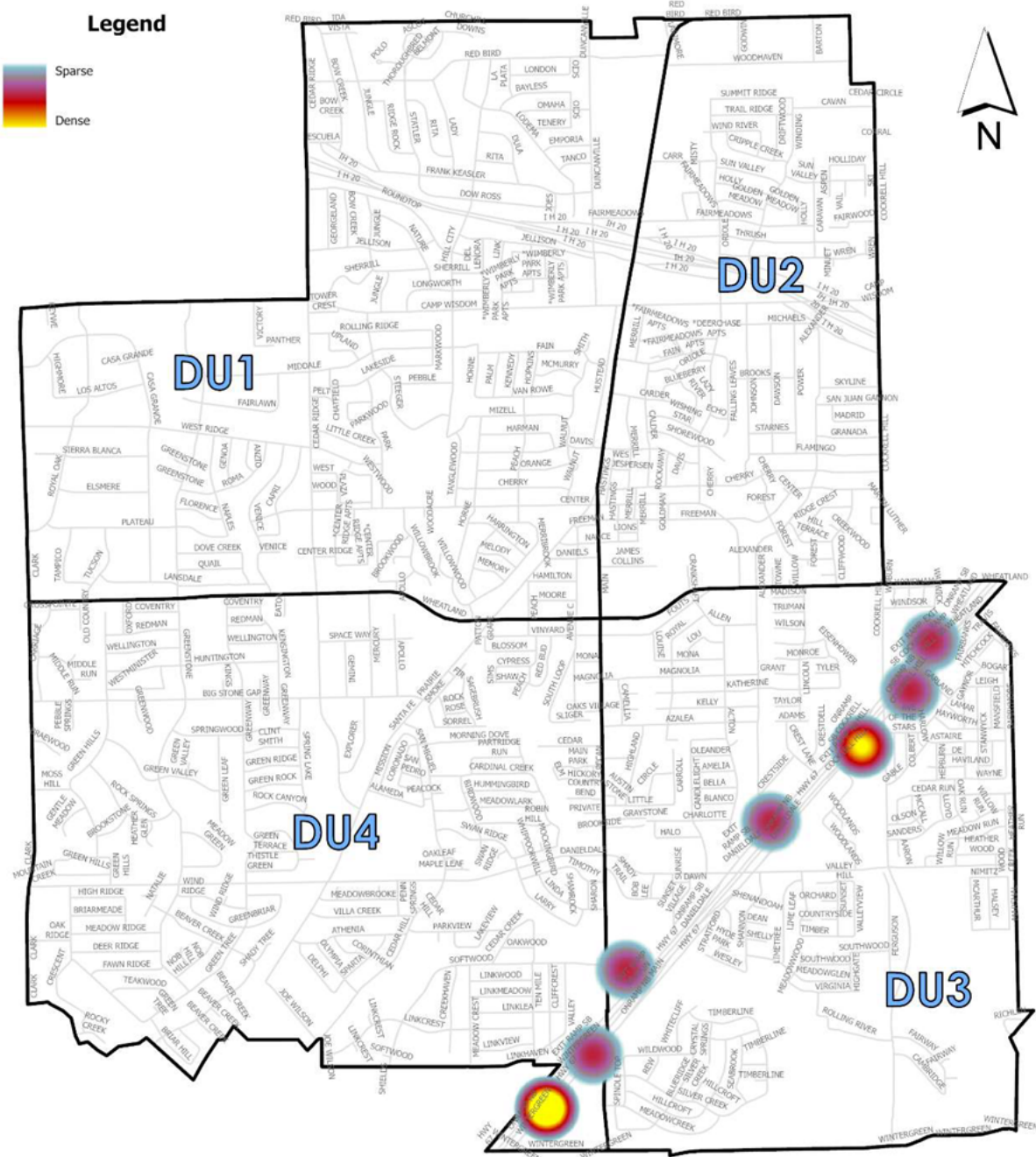
Motor Vehicle Thefts and Theft From Motor Vehicles



Motor Vehicle Thefts	Theft From Motor Vehicles	Total
7	6	13

06/05/2025 – 07/05/2025

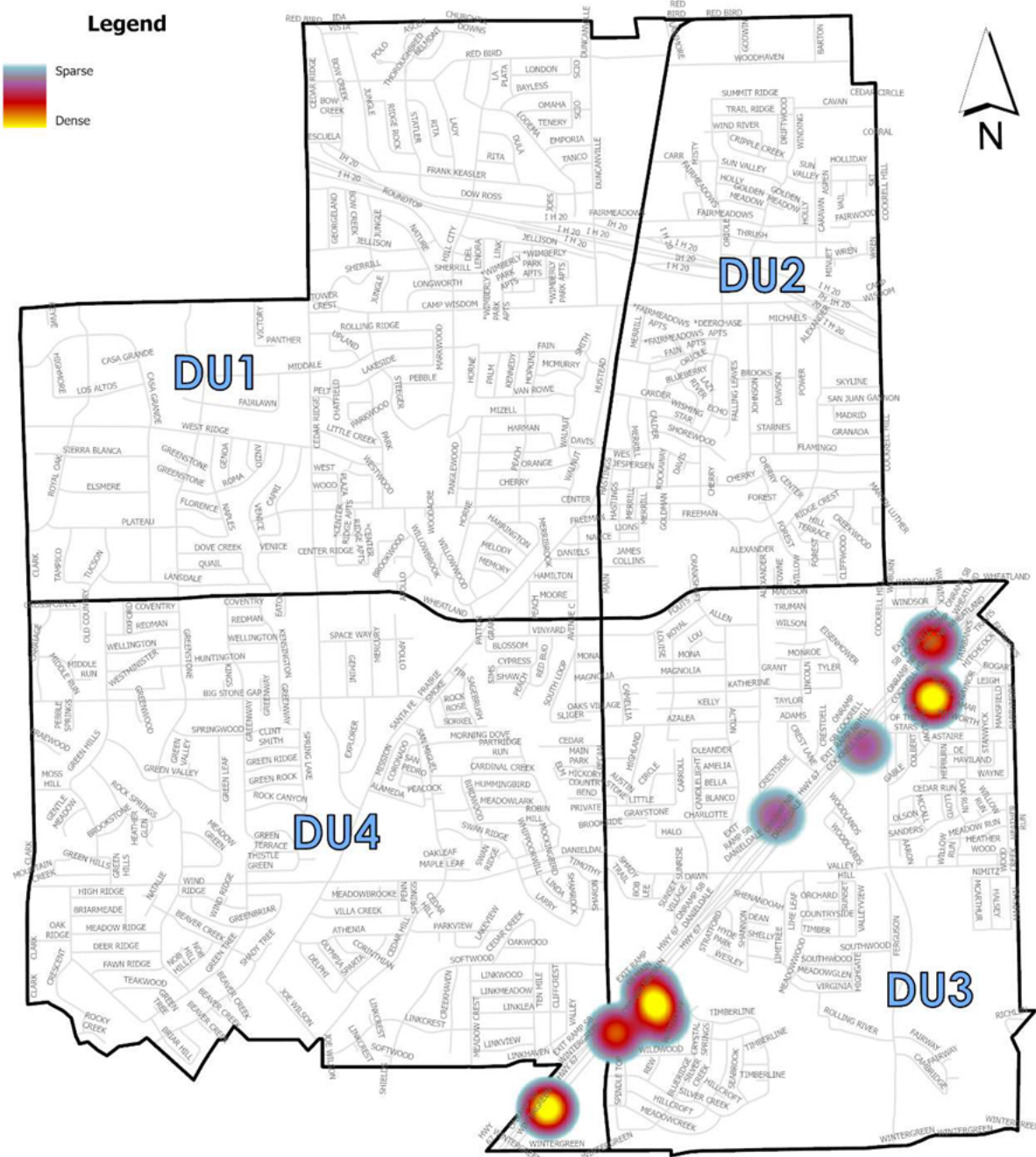
Motor Vehicle Thefts and Theft From Motor Vehicles



Motor Vehicle Thefts	Theft From Motor Vehicles	Total
1	8	9

07/06/2025 – 08/06/2025

Motor Vehicle Thefts and Theft From Motor Vehicles



Motor Vehicle Thefts	Theft From Motor Vehicles	Total
5	11	16

Comparison and Interpretation

- Period of enforcement experienced a reduction in total vehicle burglaries and thefts compared to the month prior and proceeding.
- Period of enforcement experienced a reduction in total vehicle burglaries and thefts compared to the same period in 2024.
- Based on the data, it is assumed the increased visibility and enforcement action of the police department led to fewer instances of vehicle property crimes.

Thank you
Any questions?





STAFF REPORT

MEETING: City Council - November 4, 2025

TITLE:

Hispanic Heritage Festival - Post Event Report

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

Emphasize: Government Accountability, Customer Service, Efficiency and Process

STAFF RESPONSIBLE:

Devon Handley

BACKGROUND/HISTORY:

The City of Duncanville's **Best Southwest Hispanic Heritage Festival** is a signature cultural event that celebrates Hispanic heritage and community pride through music, dance, art, and food. This year's festival took place on **Saturday, September 20, 2025**, from **3:00 PM to 10:00 PM** at **Armstrong Park**.

The event featured an exciting **Cultural Parade** showcasing local schools, dance academies, and community organizations, followed by a full day of entertainment on the main stage. Performances included **DJ Mean Mauri, Duncanville High School Spanish Club, D'Gracy's Dance School, Duncanville Ballet Folklorico, Tejano Queen Forever, Janguero**, and headliners **Los Tigrillos**. Duncanville was also joined by city council members from the **Best Southwest Partnership cities of Desoto, Cedar Hill and Lancaster, TX**.

More than **(75) vendors and exhibitors** participated, including local artisans, small businesses, food trucks, and nonprofit organizations. Out of 86 vendors for the event, 22 were from Duncanville, 16 were from the BSW communities. (42) students from Harmony School and the Duncanville High School Spanish Club volunteered for this event. This year's marketplace layout allowed guests to shop and enjoy cultural foods while remaining close to the entertainment area and family activities.

The festival's programming emphasized cultural appreciation and inclusivity, with performances representing a variety of Latin American traditions and genres. Local schools and student groups also played a prominent role, reinforcing the City's commitment to youth engagement and cultural education.

According to our Placer a.i location software, the festival drew an estimated **8,100 attendees** throughout the day, attracting both residents and visitors from across the Best Southwest region. The event increased foot traffic to nearby restaurants and retail establishments, positively impacting the local economy. Media coverage through **Univision Dallas, The Rambler**, and local radio helped further elevate Duncanville's reputation as a destination for vibrant cultural experiences.

The event was supported by the **Duncanville Economic Development Corporation (DCEDC), City of Duncanville**, and community sponsors. The DCEDC & City maintained a strong presence through logo placement on marketing materials and announcements by the emcee. **The follow is a summary of the event budget & revenue** for the 2025 Best Southwest Hispanic Heritage Festival:

- Budget: \$80,000
- Expenditures \$76,240.53
- Sponsorships: \$30,000 (Best Southwest Partnership); \$4,525 (other)
- Event Revenue \$11,123 (vendor registrations, permits, etc.)
- Cost to City: \$30,592.53

The Best Southwest Hispanic Heritage Festival aligns with the City's strategic priorities by:

- Driving tourism and regional collaboration through cross-city participation (DeSoto, Cedar Hill, Lancaster, and Duncanville)
- Supporting local small businesses and food vendors through direct marketplace opportunities
- Enhancing Duncanville's identity as a culturally rich and inclusive city

POLICY EXPLANATION:

The City of Duncanville's Hispanic Heritage Festival aligns with City Council's strategic priorities related to community engagement, cultural enrichment, and local economic development. The event directly supports the City's mission to foster inclusivity, celebrate diversity, and strengthen civic pride by showcasing the cultural contributions of Hispanic and Latino communities within Duncanville and the greater Best Southwest

region.

Hosting the Hispanic Heritage Festival promotes cross-cultural understanding and community cohesion, offering residents and visitors an opportunity to participate in educational, artistic, and family-friendly programming. The event also serves as an important tourism and economic driver by attracting visitors to Duncanville's parks, restaurants, and local businesses. This contributes to the local economy through increased sales tax revenue and supports the City's long-term goal of positioning itself as a regional destination for cultural and recreational experiences.

In addition, this program is consistent with the City's objectives for the newly designated Cultural Arts District, which seeks to cultivate creative expression and economic vitality through arts and cultural programming. The event's planning and execution are coordinated through the Economic Development and Special Events teams and community partnerships to minimize the burden on the General Fund while maximizing public benefit.

Overall, the Hispanic Heritage Festival reinforces the City's commitment to celebrating cultural diversity, promoting economic vibrancy, and creating events that enhance the quality of life for all residents.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

ATTACHMENTS:

Hispanic Heritage POST



BSW HISPANIC HERITAGE FEST POST EVENT

NOVEMBER 4, 2025

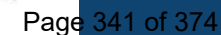
DEVON HANDLEY, SPECIAL EVENTS PLANNER



HISPANIC HERITAGE FEST 2025

- Best Southwest Event
- Parade to kick event off
- Requested pre-registration; 485 registered





PARADE PARTICIPANTS

PARTICIPANTS-18

- From Duncanville: 11
- Best Southwest: 3



PARADE SCHEDULE

Street Closures

- **Freeman Street:** Closed starting at 12:00PM
- **Remaining Streets:** Closed by 2:30 PM

Traffic Plan Notes

- (1) Northbound lane on **Freeman Street** will remain open for through traffic
- (1) Eastbound lane on **Wheatland Road** will remain open for through traffic



DCEDC/CITY COUNCIL ACCESS



Hispanic Heritage Parade:

- Decorated & labeled golf carts for parade route-Council
- Vehicles from FREEDOM for DCEDC
- Supply of candy to toss along the route

Hispanic Heritage Fest– Armstrong Park

- Dedicated City Council Parking
- VIP Access to Tent with cooler
- VIP Access includes catered food & beverage sponsored by SABOR

-  **HANDICAP PARKING**
-  **PUBLIC PARKING**
-  **FOOD VENDORS**
-  **MARKET**
-  **FACE PAINTING**
-  **SENSORY BUS**
-  **FIRST AID**
-  **FOOD COURT TENTS**
-  **AMUSEMENT RIDE**
-  **PHOTO OP**
-  **RESTROOMS**
-  **LOST CHILDREN**
-  **GAME TRUCK/NERF AREA**
-  **ARTS COMMISSION**

KEY



PERFORMERS



DUNCANVILLE ISD
SPANISH CLUB

LOCAL BUSINESS ENGAGEMENT

- A total of **23** local business are registered for the vendor market; **13** BSW cities outside of Duncanville
- **8** sponsors from Duncanville



LOCAL PRESS & PROMOTION

- Cross city sharing
- Local kiosks/TVs in BSW
- Posters given to BSW cities
- Local news & magazines
- Univision (HUGE sponsorship slot)

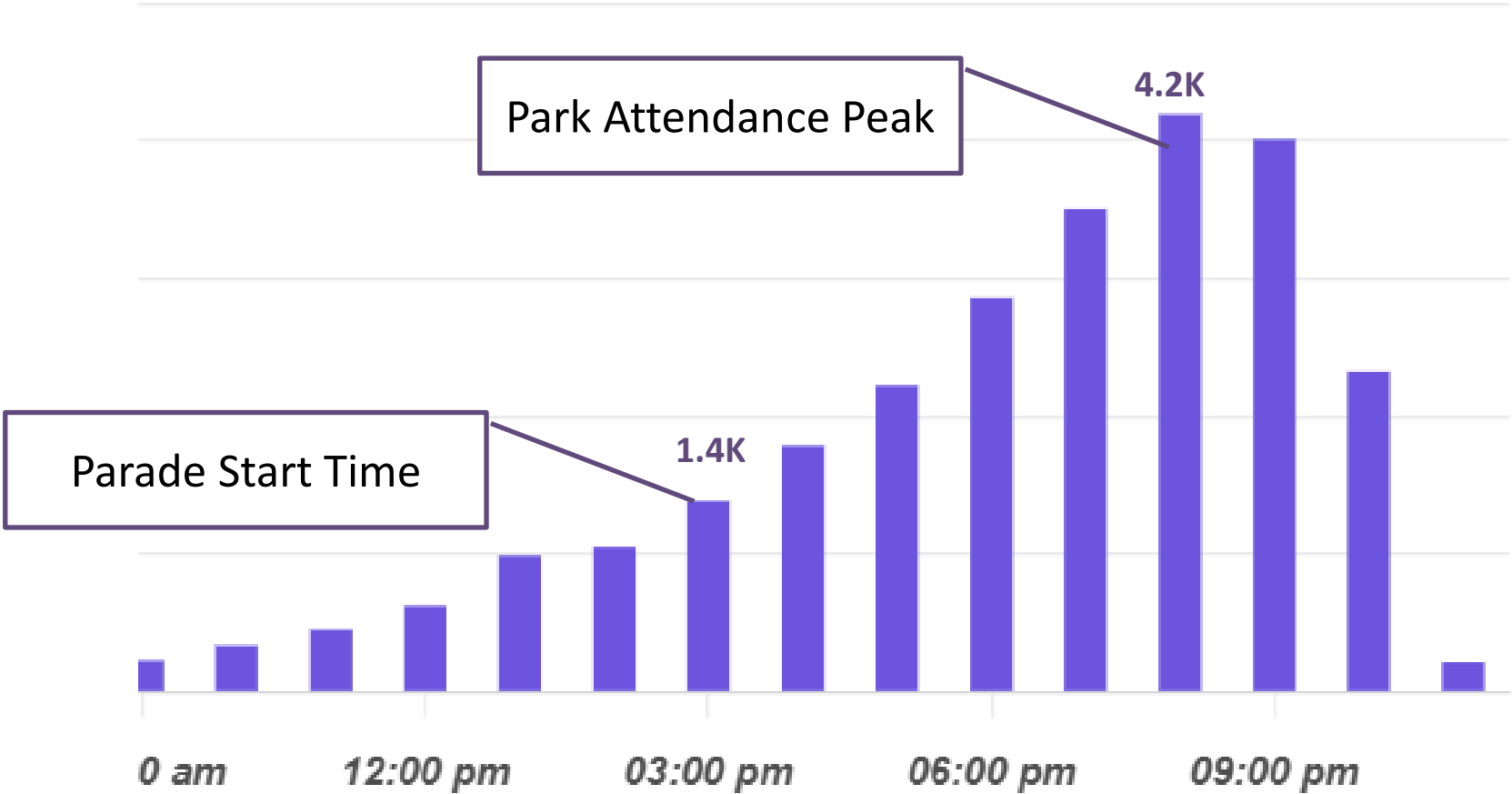


EVENT ACTIVITIES

PHOTO OPS	VIDEO GAME TRUCK
SPLASH PAD	NERF WAR GAME AREA
MOBILE FOOD VENDORS	MARKETPLACE VENDORS
EMS/EMERGENCY STAFF	FACE PAINTER



ARMSTRONG PARK

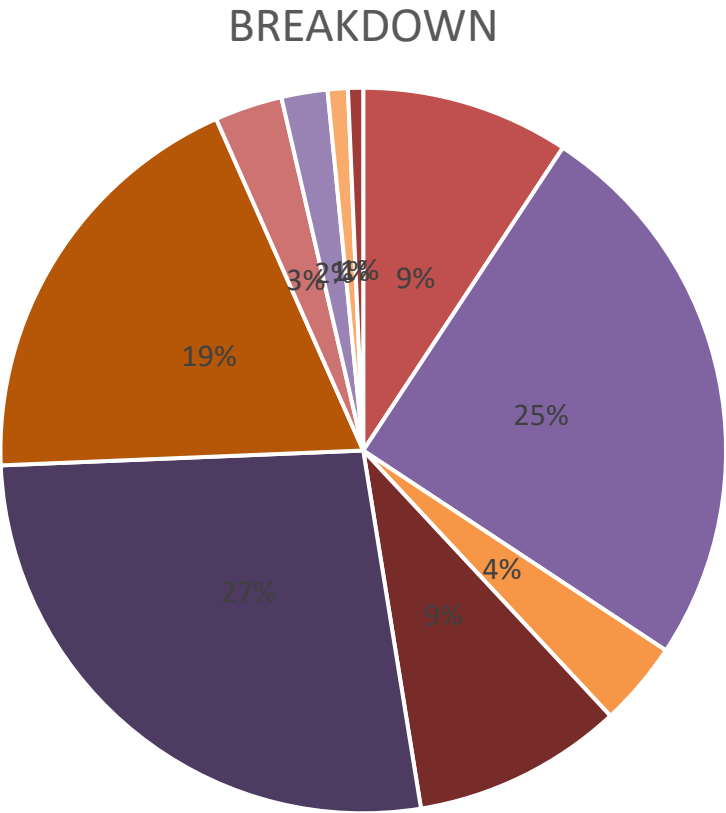


We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self



BSW HISPANIC HERITAGE BUDGET

BUDGET: \$80,000
REVENUE: \$11,123
BSW: \$30,000
SPONSORS: \$4,525
OVERALL COST: \$76,240.53
COST TO THE CITY: \$30,592.53



- REVENUE
- BSW
- SPONSORSHIPS
- LABOR
- ENTERTAINMENT+ SOUND
- RENTALS
- VIP GIVEAWAYS + FOOD
- MARKETING
- CANDY
- STAFF/VOL FOOD

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self



SPONSORS



We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self



We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self



We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self



We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self



We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self



We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

THANK YOU

Any questions? Discussion.



STAFF REPORT

MEETING: City Council - 04 Nov. 2025

TITLE:

Parks and Recreation Quarterly Report

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Re-Imagine: High Quality of Life**
 - Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.

STAFF RESPONSIBLE:

Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:

Quarterly report for Parks and Recreation for Aug - Oct 2025.

POLICY EXPLANATION:

There are no policies related to this item.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

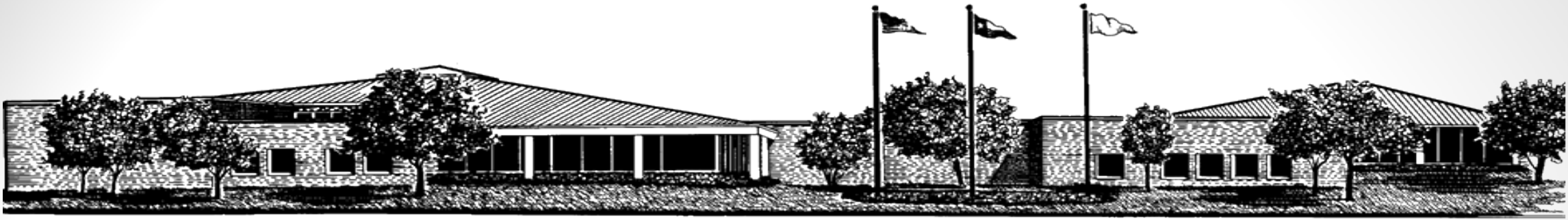
After Encumber

N/A

ACTION ALTERNATIVES:

There is no formal action required for this item.

ATTACHMENTS:



PARKS AND RECREATION QUARTERLY REPORT

CITY COUNCIL MEETING

NOVEMBER 4, 2025

BART STEVENSON, DIRECTOR OF PARKS AND RECREATION

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

Employee Promotions & New Certifications

- Promotion – Francisco Ovalle – Parks Crew Leader
- New Hire – Tara Jeff – Executive Assistant
- Professional Development – Tyler Agee – Achieved his Certified Park and Recreation Executive
- Leadership – Bart Stevenson, Tyler Agee, and Jonathan Deleon – Attending National Recreation and Parks Association Conference



Francisco Ovalle



Tara Jeff



**Certified Park
and Recreation
Executive**



NRPA Conference

Park Maintenance Measurables

- Park Operations
 - 8 Playground Inspections
 - 94 of 94 citywide backflow devices inspected and repaired
 - Hosted 48 outdoor amenity Rentals, serving 1935 patrons, accounting for \$12,572.50 in revenue
 - Hosted 331,000 visitors within our park system based on Placer AI Metrics.
 - Participated in Professional development opportunities:
 - Horticulture Crew Attended Texas Nursery Landscape Association Conference,
 - Assisted with 4th of July Special Events Operations and BSW Hispanic Heritage Celebration in Armstrong Park.
 - Actively planning and preparing for housing of mowing operations, sourcing equipment through demos and other BSW cities.
 - Assisted with Multiple Homeless Encampment Cleanups.



Park Maintenance Measurables

- New Installations & Enhancements
 - 🕒 Installed 3 Additional Park Dedication Benches
 - 🕒 Complete Lakeside Park Prairie Restoration: by installing Signage
 - 🕒 Installed Bulletin Board Kiosk at the Charles F. Ladd Nature Preserve
 - 🕒 Resolved Drainage and Park issues at Lions Park
 - 🕒 Installed new foul poles at Alexander Park.
- Major Projects
 - Assisted with Operations for the 4th of July Celebration and the BSW Hispanic Heritage Celebration in Armstrong Park.
 - Currently working on 95% plans for the Green Ribbon Project Grant award by TxDOT to improve I-20 Corridor.



Keep Duncanville Beautiful Board

- Recognized 4 new properties for Fall Curb Appeal Winners. Recognized Childcare Network as the Business Beautification Award Recipient for their outstanding contribution to maintaining a clean and attractive property for the Fall Quarter.
- Hosted the 2nd Residential Native Landscape Workshop.
- Upcoming Events –
 - Great Pumpkin Recycling Event – Nov 22nd 9am-12pm @ Armstrong Park



Recreation Center Measurables

Visits: August 2025 – October 2025

- 95 new memberships
- 7,160 visits
- 28 new Silver Sneakers and Renew Active members
- 650 day pass visits (\$4,150)

Classes:

- Jazzercise
- Zumba
- Ayyye Line Dancing
- Camp Gladiator
- Tumbling
- Cheerleading
- Heart Help CPR
- Kidokinetics
- DC Sport Basketball
- Brazilian United Soccer Clinic
- Archery
- Karate
- Little Tigers Taekwondo
- Yoga & Pilates
- Personal Training
- The Brush Club

Programs:

- Pickleball
- Volleyball
- Basketball
- Ping Pong
- Pool

Classes Coming Soon:

- Game Nights (PS5)
- 360 Volleyball



Recreation Center Measurables

Recent Community Events:

- Concert in the Park - JKW Band
- Movies in the Park - Million Miles Away
- Concert in the Park - Memphis Soul
- Concert in the Park - Art Tigerina & Grupo Rodeo
- Movie in the Park – Monster House & Hocus Pocus



Community Event – Boo Bash

Friday, October 24, 2025

A Halloween-themed graphic featuring a large, full moon in the background. In the center is a dark, multi-story house with glowing windows and a porch. Several bats are flying around the house. On the left, there are silhouettes of bare trees and a white ghost with the word "FREE" written on it. At the bottom, there are two jack-o'-lanterns. The text "BOO BASH!" is written in large, orange, bubbly letters with black outlines. Below that, the text "When the moon is full, the bats take flight." is written in a white, dripping font. At the bottom, the event details are listed in white, bold, sans-serif font: "FRIDAY, OCTOBER 24 | 6:00 PM - 8:00 PM", "GAMES | CANDY | COSTUME CONTEST", "DUNCANVILLE FIELDHOUSE, 1700 S. MAIN ST.", and "FOR MORE INFO CONTACT (972) 780-5070".

FREE

BOO BASH!

When the moon is full,
the bats take flight.

FRIDAY, OCTOBER 24 | 6:00 PM - 8:00 PM
GAMES | CANDY | COSTUME CONTEST
DUNCANVILLE FIELDHOUSE, 1700 S. MAIN ST.
FOR MORE INFO CONTACT (972) 780-5070

Movie in the Park - Red Tails & Behind Enemy Lines (Double Feature) Saturday, November 8, 2025

The City of Duncanville - VFW - American Legion

Proudly celebrates Veterans Day

MOVIES IN THE PARK **DOUBLE FEATURE** **FREE EVENT!**

BEHIND ENEMY LINES

RED TAILS

MOTORCYCLE SHOW - VENDORS

SATURDAY, NOVEMBER 8TH, 4:00 PM

MOVIES START AT 5:30 PM

**ARMSTRONG PARK
POE-HOBDEN AMPHITHEATER
100 JAMES COLLINS BLVD.**

(972) 780-5070

**RATED
PG-13**

City of Duncanville



Concert in the Park – Christmas Carols in the Park & Winter Bazaar (Lovely Lady S) Saturday, December 6, 2025

FREE

**The City of Duncanville
presents**

SATURDAY, DECEMBER 6TH

6:00 PM

POE-HOBDEN AMPHITHEATER

100 JAMES COLLINS BLVD.

(972) 780-5070



**Local Craft Vendors - Music
Food Vendors - Santa Clause**

**Christmas Carols in the Park
& Winter Bazaar**

With the lovely Lady S.



City of Duncanville

Community Event – Cookies with Santa

Saturday, December 13, 2025

COOKIES
with SANTA



**FREE
EVENT**

SATURDAY, DEC. 13TH
10:00 AM – 12:00 PM

DUNCANVILLE RECREATION CENTER
201 JAMES COLLINS BLVD.

Movies in the Park – Home Alone & The Santa Clause (Double Feature)

Saturday, December 20, 2025



CITY OF DUNCANVILLE PRESENTS

MOVIES IN THE PARK

DOUBLE FEATURE
FREE EVENT

HOME ALONE

The SANTA CLAUSE

SATURDAY, DECEMBER 20TH, 6:00 PM
ARMSTRONG PARK
POE-HOBDEN AMPHITHEATER
100 JAMES COLLINS BLVD.
(972) 780-5070

PG

Senior Center Measurables

Visits (Aug 2025 – Oct 2025):

- 67 new and renewed memberships were sold throughout this quarter.
- 3,837 visits

Meals Served through DAAA/VNA Services:

- Dine-in lunch
- 2,824

Events:

- Senior Center Field Day
- Bingo
- Coffee with the Mayor
- Flu Shot Clinic
- Game Night
- Bagel Social
- Monthly Birthday Celebration
- Trips to museums, restaurants, and entertainment venues
- Holly Day Market



Bond Election Projects

- Harrington Park
 - Construction began January 2025.
 - Continued progress with bond project,
 - Baseball – exterior walls and roof completed.
 - Soccer – utilities relocated and slab is poured.
 - 10 Mile Creek Trail Bridge – working with consultant and FEMA for flood plain issues.
 - Completion by March 2026.





Questions?