

# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

### **SPECIAL MEETING**

### **AGENDA**

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

Mark Henry  
County Judge

Darrell Apffel  
Commissioner, Precinct 1

Joe Giusti  
Commissioner, Precinct 2

Hank Dugie  
Commissioner, Precinct 3

Robin Armstrong, MD  
Commissioner, Precinct 4

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**Friday, August 29, 2025**

**3:30 PM**

**CALDER MEETING LOCATION**

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**174 Calder Rd., Room 100**  
**League City, Texas 77573**  
**SPECIAL MEETING**

CONSENT AGENDA: ALL ITEMS MARKED WITH A SINGLE ASTERISK (\*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE COMMISSIONERS COURT. ANY COMMISSIONERS COURT MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY.

In accordance with the provisions of the Americans with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall, within three (3) days prior to any proceeding contact the County Judge's office at 722 Moody, Galveston, Texas 77550 (409) 766-2244.

#### **Call to Order**

#### **Public Comment**

#### **Consent Agenda**

Submitted by the Auditor's Office:

- \*1.** Approval of accounts payable checks dated 8/29/25
- \*2.** Order for payroll ending 8/27/25 bi-weekly #18
- \*3.** Order for supplemental payroll ending 8/27/25 bi-weekly #18
- \*4.** Receive and file Order Appointing County Auditor, Sergio Cruz, submitted by the District Clerk
- \*5.** Receive and file the Acknowledgment Form, Oath, and Anti-Bribery Statement for Deputy Medical Examiner Billie Shine submitted by Legal Services Manager
- \*6.** Receive and file the Acknowledgement Form, Oath, and Anti-Bribery Statement for Deputy Medical Examiner Jamie Kendrick submitted by Legal Services Manager
- \*7.** Consideration for authorization to utilize a cooperative purchasing agreement in lieu of competitive bidding requirements to purchase digital supplier onboarding for secure and compliant business payments with PaymentWorks, through Carahsoft, an authorized reseller, submitted by the Interim Purchasing Agent

- \*8.** Consideration of authorization of the Functional Implementation Statement of Work and Statement of Work Payment Implementation Process with PaymentWorks submitted by the Interim Purchasing Agent
- \*9.** Consideration for authorization to utilize a cooperative purchasing agreement in lieu of competitive bidding requirements to procure emergency responder supplies, equipment, and services for law enforcement vehicles through TIPS RFP 240102 with Dana Safety Supply, Inc., submitted by Fleet on behalf of the Interim Purchasing Agent
- \*10.** Consideration of authorizing a discretionary exemption for the Sheriff's Department for a purchase from M-Vac Systems, Inc. under Local Government Code Section 262.024 (a)(7)(A) for an item that can be obtained from only one source, submitted by the Interim Purchasing Agent
- \*11.** Consideration of authorizing a discretionary exemption for the Sheriff's Department for a purchase from CyberNational, Inc. under Local Government Code Section 262.024 (a)(7)(A) for an item that can be obtained from only one source, submitted by the Interim Purchasing Agent
- \*12.** Consideration of authorizing a discretionary exemption for the Sheriff's Department for the purchase of 2025 Harley-Davidson models FLHTP under Local Government Code Section 262.024 (a)(2) for an item to preserve or protect the public health or safety of the residents of the county, submitted by the Interim Purchasing Agent
- \*13.** Consideration of authorizing a discretionary exemption for the Sheriff's Department for the purchase of a crime scene trailer under Local Government Code Section 262.024 (a)(2) for an item to preserve or protect the public health or safety of the residents of the county, submitted by the Interim Purchasing Agent
- \*14.** Consideration of authorizing Subdivision Participation and Release Form to participate in the Governmental Entity Direct Shareholder Settlement Agreement of the proposed national opioid settlement reached with Purdue Pharma, Inc. and the Sackler family, submitted by Legal Services Manager
- \*15.** Consideration of resolution adopting eligibility standards, application, documentation, and verification procedures, optional health care services, and authorizing publication of public notice submitted by Legal Services Manager
- \*** Consideration of approval of the following budget amendment submitted by Professional Services:
- \*16.** 25-168-0829-A  
General Government- Request transfer from General Government - Contract Legal Services to County Clerk - Subscription Based IT Arrangement to fund PaymentWorks implementation

**Action Agenda**

**Right of Way**

17. Receive public comments on Replat of Lot 8 Block 48 San Leon Farm Home Tracts
18. Consideration of approval, approval with conditions or disapprove of Replat of Lot 8 Block 48 San Leon Farm Home Tracts
19. Receive public comments on Lot 1, Block 22, Partial Replat
20. Consideration of approval, approval with conditions or disapprove of Lot 1, Block 22 Partial Replat
21. Receive public comments on The Biscayne Section Two Partial Replat No. 2
22. Consideration of approval, approval with conditions or disapprove of The Biscayne Section Two Partial Replat No. 2

**Adjourn**

**Appearances before Commissioners Court**

A speaker whose subject matter as submitted relates to an identifiable item of business on this agenda will be requested by the County Judge or other presiding court members to come to the podium where they will be limited to three minutes (3). A speaker whose subject matter as submitted does not relate to an identifiable item of business on this agenda will be limited to three minutes (3) and will be allowed to speak before the meeting is adjourned. Please arrive prior to the meeting and sign in with the County Clerk.

**Executive Sessions**

The Galveston County Commissioners Court may recess into closed meeting (Executive Session) on any item listed on this agenda if the Executive Session is authorized under the Open Meetings Act pursuant to one or more the following exceptions: Tex. Gov't Code §§ 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding a prospective gift or donation), 551.074 (personnel matters), 551.0745 (personnel matters affecting County advisory body), 551.076 (deliberation regarding security devices or security audits), and/or 551.087 (deliberations regarding economic development negotiations). The Presiding Officer of the Commissioners Court shall announce the basis for the Executive Session prior to recessing into Executive Session. However, the Commissioners Court may only enter into the Executive Session on any agenda item for which a separate Executive Session has not been separately posted if, prior to conducting the Executive Session, a majority of the Commissioners Court votes to go into Executive Session. This motion requirement does not apply to any agenda item that has been previously noticed to constitute or include an Executive Session.

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# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*1.**

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Approval of accounts payable checks dated 8/29/25

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	8/19/25 2:53 pm



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*2.**

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Order for payroll ending 8/27/25 bi-weekly #18

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	8/19/25 2:32 pm



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*3.**

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Order for supplemental payroll ending 8/27/25 bi-weekly #18

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	8/19/25 2:33 pm



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*4.**

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Receive and file Order Appointing County Auditor, Sergio Cruz, submitted by the District Clerk

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	8/19/25 1:10 pm



FILED  
2025 AUG 12 AM 9:48  
CLERK OF DISTRICT COURT  
JUDICIAL DISTRICT 12  
GALVESTON, TEXAS

## STATE OF TEXAS

## COUNTY OF GALVESTON

### ORDER APPOINTING COUNTY AUDITOR

On the 11<sup>th</sup> day of August, 2025, the District Court Judges of Galveston County, in compliance with Local Government code Section 84.002, hereby appoint **Sergio Cruz** as County Auditor of Galveston County, Texas, beginning August 11<sup>th</sup>, 2025.

It is further ordered that during his appointment as County Auditor, his current annual salary shall be in the amount of **to be determined** per year, payable in bi-weekly installments to include any salary increase during his appointment.

It is further ordered that this action shall be recorded in the minutes of the District Courts of Galveston County, Texas and the District Clerk of Galveston County, Texas is hereby directed to certify the same to the Commissioner's Court of Galveston County, Texas, and said Commissioner's Court shall cause said order to be recorded in its minutes.

Ordered on the 11<sup>th</sup> day of August, 2025.

  
\_\_\_\_\_  
Judge Rebecca Millo  
10<sup>th</sup> District Court

  
\_\_\_\_\_  
Judge Patricia Grady  
212<sup>th</sup> District Court

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Judge Lonnie Cox  
56<sup>th</sup> District Court

  
\_\_\_\_\_  
Judge Emily Fisher  
306<sup>th</sup> District Court

  
\_\_\_\_\_  
Judge Jeth Jones  
122<sup>nd</sup> District Court

  
\_\_\_\_\_  
Judge Jared Robinson  
405<sup>th</sup> District Court



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*5.**

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Receive and file the Acknowledgment Form, Oath, and Anti-Bribery Statement for Deputy Medical Examiner Billie Shine submitted by Legal Services Manager

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Veronica Van Horn	Approve	8/12/25 5:35 pm
2	Dianna Martinez	Approve	8/19/25 10:53 am

State of Texas

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[Exhibit C]

County of Galveston

**Acknowledgment of Interlocal Cooperation Agreement by Person Proposed for  
Appointment  
as Galveston County Medical Examiner or Deputy Medical Examiner – Page 1 of 2**

My name is Dr. Billie Shine. I am a physician licensed as such by the Texas Medical Board and such licensure remains current.

I am Board Certified by the American Board of Pathology in Anatomic, Clinical & Surgical Pathology.

I am under current contract with the University of Texas Medical Branch at Galveston (UTMB) and am employed thereunder as a UTMB Faculty Physician within the Pathology Department at UTMB.

I have received a copy of the current “Interlocal Cooperation Agreement by and between The University of Texas Medical Branch at Galveston and the County of Galveston Relating to the Galveston County Medical Examiner’s Office” and have read and understand the agreement and agree to be bound by the all provisions therein.

If appointed to the position of the Galveston County Medical Examiner or Galveston County Deputy Medical Examiner by the Galveston County Commissioners Court, I agree to faithfully perform the services as such within the Office of the Galveston County Medical Examiner required under Article 49.25 of the Code of Criminal Procedure and other laws of the State of Texas and in accordance with the terms of the above-mentioned agreement.

I acknowledge that the position of the Galveston County Medical Examiner and the position of Galveston County Deputy Medical Examiner each constitute a “public servant” under Texas law, and that State law restrictions applicable to public servants are applicable to the Medical Examiner, Deputy Medical Examiner, and the UTMB employees working within the Galveston County Medical Examiner’s Office, including without limitation, applicable provisions within Chapter 36 of the Texas Penal Code.

If appointed to the position of the Galveston County Medical Examiner or Galveston County Deputy Medical Examiner, I agree to promptly thereafter complete, execute, and return the Oath and Anti-Bribery Statement to the designated Contract Administrator for the County of Galveston.

If appointed to the position of Galveston County Medical Examiner or Galveston County Deputy Medical Examiner, I agree that my costs for testifying in any criminal or civil case related to my performance of the autopsy or view performed on a decedent as the Galveston County Medical Examiner or Galveston County Deputy Medical Examiner, and wherein the testimony is to occur after I leave the position of Galveston County Medical Examiner or Galveston County Deputy Medical Examiner, shall be limited to the reasonable food, lodging, and transportation costs

incurred for such testimony, and my testimony fee shall be limited to a daily maximum of 0.6% of the gross annual

[Exhibit C Continued]

**Acknowledgment of Interlocal Cooperation Agreement by Person Proposed for  
Appointment  
as Galveston County Medical Examiner or Deputy Medical Examiner – Page 2 of 2**

salary that I received from UTMB at the time I left my position as Galveston County Medical Examiner or Galveston County Deputy Medical Examiner, as applicable; this daily testimony fee limitation includes the days of testimony as well as travel days to and from the place of the trial if applicable. I further agree to complete and file any documentation required by Galveston County to process this payment, which shall be made by Galveston County directly to me (for example, a vendor packet and W-9 may be required).

I acknowledge that the Galveston County Medical Examiner and each Galveston County Deputy Medical Examiner serve at the pleasure of the Commissioners Court of Galveston County, Texas.

  
\_\_\_\_\_  
Signature

7/10/25  
\_\_\_\_\_  
Date of Signature

STATE OF TEXAS

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COUNTY OF GALVESTON

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**STATEMENT OF ELECTED/APPOINTED OFFICER**

(Pursuant to Tex. Const. art. XVI, § 1(b), amended 2001)  
(Deputy Medical Examiner in Galveston County Medical Examiner's Office)

I, Billie Shine, D.O., do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

*Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.*

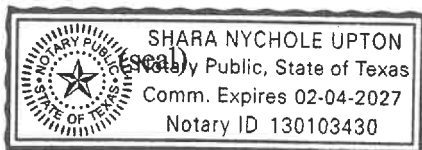
7/10/25  
Date

[Signature]  
Signature of Affiant  
Printed Name of Affiant: Billie Shine

Deputy Medical Examiner  
Office to which Elected/Appointed

Galveston County  
County

SWORN TO and SUBSCRIBED before me by Billie Shine, Affiant, on this the 10 day of July, 2025.



[Signature]  
Signature of Person Administering Oath

Nychole Upton  
Printed Name of Person Administering Oath

Dr. Administrative Manager  
Title

STATE OF TEXAS

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COUNTY OF GALVESTON

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**OATH OF OFFICE**

(Pursuant to Tex. Const. art. XVI, § 1(a), amended 2001)  
(Deputy Medical Examiner in Galveston County Medical Examiner's Office)

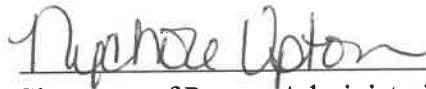
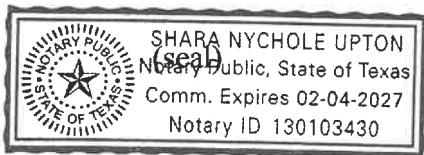
I, Billie Shine, D.O., do solemnly swear (or affirm), that I will faithfully execute the duties of the Office of the Medical Examiner of the County of Galveston of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.



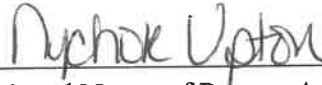
Signature of Affiant

Printed Name of Affiant: Billie Shine

10 SWORN TO and SUBSCRIBED before me by Billie Shine, Affiant, on this the day of July, 2025.



Signature of Person Administering Oath



Printed Name of Person Administering Oath

Sr. Administrative Manager

Title



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*6.**

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Receive and file the Acknowledgement Form, Oath, and Anti-Bribery Statement for Deputy Medical Examiner Jamie Kendrick submitted by Legal Services Manager

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Veronica Van Horn	Approve	8/12/25 5:36 pm
2	Dianna Martinez	Approve	8/19/25 10:57 am

State of Texas

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[Exhibit C]

County of Galveston

**Acknowledgment of Interlocal Cooperation Agreement by Person Proposed for  
Appointment  
as Galveston County Medical Examiner or Deputy Medical Examiner – Page 1 of 2**

My name is Dr. Jamie Kendrick. I am a physician licensed as such by the Texas Medical Board and such licensure remains current.

I am Board Certified by the American Board of Pathology in Anatomic Pathology & Clinical Pathology.

I am under current contract with the University of Texas Medical Branch at Galveston (UTMB) and am employed thereunder as a UTMB Faculty Physician within the Pathology Department at UTMB.

I have received a copy of the current “Interlocal Cooperation Agreement by and between The University of Texas Medical Branch at Galveston and the County of Galveston Relating to the Galveston County Medical Examiner’s Office” and have read and understand the agreement and agree to be bound by the all provisions therein.

If appointed to the position of the Galveston County Medical Examiner or Galveston County Deputy Medical Examiner by the Galveston County Commissioners Court, I agree to faithfully perform the services as such within the Office of the Galveston County Medical Examiner required under Article 49.25 of the Code of Criminal Procedure and other laws of the State of Texas and in accordance with the terms of the above-mentioned agreement.

I acknowledge that the position of the Galveston County Medical Examiner and the position of Galveston County Deputy Medical Examiner each constitute a “public servant” under Texas law, and that State law restrictions applicable to public servants are applicable to the Medical Examiner, Deputy Medical Examiner, and the UTMB employees working within the Galveston County Medical Examiner’s Office, including without limitation, applicable provisions within Chapter 36 of the Texas Penal Code.

If appointed to the position of the Galveston County Medical Examiner or Galveston County Deputy Medical Examiner, I agree to promptly thereafter complete, execute, and return the Oath and Anti-Bribery Statement to the designated Contract Administrator for the County of Galveston.

If appointed to the position of Galveston County Medical Examiner or Galveston County Deputy Medical Examiner, I agree that my costs for testifying in any criminal or civil case related to my performance of the autopsy or view performed on a decedent as the Galveston County Medical Examiner or Galveston County Deputy Medical Examiner, and wherein the testimony is to occur after I leave the position of Galveston County Medical Examiner or Galveston County Deputy Medical Examiner, shall be limited to the reasonable food, lodging, and transportation costs

incurred for such testimony, and my testimony fee shall be limited to a daily maximum of 0.6% of the gross annual

[Exhibit C Continued]

**Acknowledgment of Interlocal Cooperation Agreement by Person Proposed for  
Appointment  
as Galveston County Medical Examiner or Deputy Medical Examiner – Page 2 of 2**

salary that I received from UTMB at the time I left my position as Galveston County Medical Examiner or Galveston County Deputy Medical Examiner, as applicable; this daily testimony fee limitation includes the days of testimony as well as travel days to and from the place of the trial if applicable. I further agree to complete and file any documentation required by Galveston County to process this payment, which shall be made by Galveston County directly to me (for example, a vendor packet and W-9 may be required).

I acknowledge that the Galveston County Medical Examiner and each Galveston County Deputy Medical Examiner serve at the pleasure of the Commissioners Court of Galveston County, Texas.

  
\_\_\_\_\_  
Signature

7/16/2025  
\_\_\_\_\_  
Date of Signature

STATE OF TEXAS

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COUNTY OF GALVESTON

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**STATEMENT OF ELECTED/APPOINTED OFFICER**

(Pursuant to Tex. Const. art. XVI, § 1(b), amended 2001)

(Deputy Medical Examiner in Galveston County Medical Examiner's Office)

I, Jamie Kendrick, M.D., do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

*Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.*

7/10/2025

Date

Jamie Kendrick

Signature of Affiant

Printed Name of Affiant: Jamie Kendrick

Deputy Medical Examiner

Office to which Elected/Appointed

Galveston County

County

SWORN TO and SUBSCRIBED before me by Jamie Kendrick, Affiant, on this the 10 day of July, 2025.

Nychole Upton

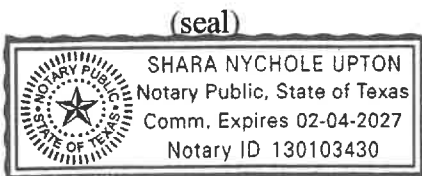
Signature of Person Administering Oath

Nychole Upton

Printed Name of Person Administering Oath

Sr. Administrative Manager

Title



STATE OF TEXAS

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COUNTY OF GALVESTON

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### OATH OF OFFICE

(Pursuant to Tex. Const. art. XVI, § 1(a), amended 2001)  
(Deputy Medical Examiner in Galveston County Medical Examiner's Office)

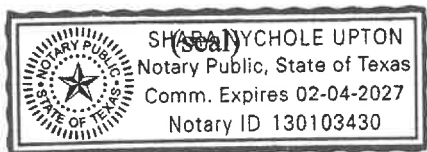
I, Jamie Kendrick, M.D., do solemnly swear (or affirm), that I will faithfully execute the duties of the Office of the Medical Examiner of the County of Galveston of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

*Jamie Kendrick*  
Signature of Affiant  
Printed Name of Affiant: Jamie Kendrick

SWORN TO and SUBSCRIBED before me by Jamie Kendrick, Affiant, on this the 10 day of July, 2025.

*Nychole Upton*  
Signature of Person Administering Oath

Nychole Upton  
Printed Name of Person Administering Oath



Jr. Administrative Manager  
Title



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*7.**

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### **Contract Approval Request Form**

#### **To Be Completed by Requesting Department (#1-21)**

- 1) **Date of Request:** 8/15/2025
- 2) **Contract Type:** Expense
- 3) **Renewal Contract:** No
- 4) **Department Name:** Purchasing
- 5) **Department Contact:** Veronica Van Horn
- 6) **Description:** Digital supplier onboarding for secure & compliant business payments
  
- 7) **PEID No:** 713601
- 8) **Req No:**
- 9) **Orgkey:** 1101-151800
- 10) **Object Code:** 5481000
- 11) **Vendor:** Carahsoft
- 12) **Vendor Contract No:** DIR-CPO-5687

#### **Expenditure Budget/Revenue Projections**

- 13) **Fund Name:** General
- 14) **Fund #:** 1101
- 15) **Current Year Budgeted:**
- 16) **Current Year Projected:** \$53,410.00
- 17) **Year 2:**
- 18) **Year 3:**
- 19) **Year 4:**
- 20) **Year 5:**
- 21) **Totals:**

#### **To Be Completed by Purchasing Department**

- 22) **Contract Start Date:** 8/29/2025
- 23) **Auto Renewal Contract:** No
- 24) **Bid No:** N/A
- 25) **Contract End Date:** 8/28/2026
- 26) **Contract # Issued by Purchasing Department:** 232644

**NOTES:** HB1295 Requested - DIR-CPO-5687 valid until 5/31/2031

## BAT-000246 in progress

### Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	8/15/25 2:48 pm
2	Melissa Fleming	Approve	8/15/25 4:06 pm
3	Veronica Van Horn	Approve	8/15/25 4:22 pm
4	Diana Huallpa	Approve	8/18/25 11:52 am
5	Sergio Cruz	Approve	8/18/25 3:20 pm
6	Veronica Van Horn	Approve	8/18/25 3:39 pm



## THE COUNTY OF GALVESTON

VERONICA VAN HORN  
INTERIM PURCHASING AGENT

### COUNTY COURTHOUSE

722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor, Purchasing  
GALVESTON, TEXAS 77550  
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB  
ASST. PURCHASING AGENT

August 29, 2025

Honorable County Judge  
Honorable County Commissioners' Court  
Galveston County Courthouse  
Galveston, Texas 77550

**Re: Request to Utilize Cooperative Purchasing Agreement DIR-CPO-5687**

Gentlemen:

The Commissioners' Court is respectfully requested to grant authorization for the Purchasing Agent to utilize a state of Texas-approved cooperative purchasing program as referenced in Texas Local Government Code, Section 271.102, Cooperative Purchasing Program. This authorization would allow the procurement of PaymentWorks, a digital supplier of onboarding for secure and compliant business payments for Galveston County, without adhering to the competitive bidding requirements specified in Chapter 262.023-Competitive Requirements.

The Purchasing Department has reviewed this request and recommends approval. Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Veronica Van Horn  
Interim Purchasing Agent

PRICE QUOTATION  
CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



**TO:** Annaya Nigrelle  
County of Galveston, TX  
600 59th St  
Room 4001  
Galveston, TX 77551 USA

**FROM:** Jacob Vinzant  
Carahsoft Technology Corp.  
11493 Sunset Hills Road  
Suite 100  
Reston, Virginia 20190

**EMAIL:** annaya.nigrelle@galvestoncountytexas.gov

**EMAIL:** Jacob.Vinzant@carahsoft.com

**PHONE:** (409) 770-5428

**PHONE:** (571) 662-3317

**TERMS:** DIR Contract No. DIR-CPO-5687  
Expiration Date: 5/19/27  
FTIN: 52-2189693  
Shipping Point: FOB Destination  
Credit Cards: VISA/MasterCard/AMEX  
Remit To: Same as Above  
Payment Terms: Net 30 (On Approved Credit)  
Texas VID#: 1522189693700  
Sales Tax May Apply

<b>QUOTE NO:</b>	59411659
<b>QUOTE DATE:</b>	08/06/2025
<b>QUOTE EXPIRES:</b>	09/30/2025
<b>RFQ NO:</b>	
<b>SHIPPING:</b>	ESD
<b>TOTAL PRICE:</b>	\$130,830.00
<b>TOTAL QUOTE:</b>	\$130,830.00

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 1 OF 3						
1	PaymentWorks	SIM Advanced Government Edition, USD per month PaymentWorks, Inc. - X-SIM-ADVANCED-TIER16R	\$500,000.00	\$38,710.00	TX DIR	\$38,710.00
2	PaymentWorks	State Onboarding Services excludes ERP integration, USD one-time fee PaymentWorks, Inc. - X-SERVICES-ONBOARDING-TIER16R	\$100,000.00	\$14,700.00	TX DIR	\$14,700.00
YEAR 1 OF 3 SUBTOTAL:						\$53,410.00
YEAR 2 OF 3						
3	PaymentWorks	SIM Advanced Government Edition, USD per month PaymentWorks, Inc. - X-SIM-ADVANCED-TIER16R	\$500,000.00	\$38,710.00	TX DIR	\$38,710.00
YEAR 2 OF 3 SUBTOTAL:						\$38,710.00
YEAR 3 OF 3						
4	PaymentWorks	SIM Advanced Government Edition, USD per month PaymentWorks, Inc. - X-SIM-ADVANCED-TIER16R	\$500,000.00	\$38,710.00	TX DIR	\$38,710.00
YEAR 3 OF 3 SUBTOTAL:						\$38,710.00
SUBTOTAL:						\$130,830.00
TOTAL PRICE:						\$130,830.00
TOTAL QUOTE:						\$130,830.00

TX DIR-CPO-5687

By issuing a Purchase Order, you are agreeing to the terms set forth in this Quote [#59411659] and all attachments hereto, including the PaymentWorks Standard Terms and Conditions, attached hereto as Exhibit A and incorporated herein by reference. To the extent of any inconsistency between the GPO Terms and Conditions and the contract language on the following pages, the GPO Terms and Conditions will apply.

Automation & Fraud Protection Services Annual Pricing:

# PRICE QUOTATION

## CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



Year 1 Price: \$53,410:  
Usage Fee (\$14,700)  
One-time Implementation Setup Fee (\$38,710)

Year 2 Price: \$38,710 (Usage Fee)

Year 3 Price: \$38,710 (Usage Fee)

This pricing is valid with a PO on or before September 30, 2025

Pricing in this Agreement covers the value of the Customer's usage of the PaymentWorks digital supplier onboarding platform and Payment Warranty, based on the Customer's estimated annual usage metrics as supplied to PaymentWorks below:

Annual Payees Paid: 1,673

Annual New Payees Onboarded: 133

Annual AP Spend: \$148MM

\* Usage exceeding these thresholds may incur additional charges as outlined below in the excess usage threshold table.

Usage exceeding these thresholds may incur additional charges as outlined below.

Current Annual Pricing for Automation+Protection: \$38,710

Customer Usage Includes Up to 2,000 Annual Payee Registrations

Customer Usage Includes Up to \$150MM in Annual AP Spend Threshold

If Customer Usage Exceeds 2,000 Annual Payee Registrations the annual price will increase by \$10,290 for a total of \$49,000 annually and up to 3,000 Annual Payee Registrations.

If Customer Usage Exceeds \$150MM in Annual AP Spend, the annual price will increase an additional \$5K for a total of \$43,710 annually and up to \$200MM in Annual AP Spend.

### Term:

Service Term - The Service Term will begin on the date of PO Issuance Date and continue for a period of three (3) years (the "Term").

Renewal Term - At the conclusion of the Term or any Renewal Term, the Agreement will automatically renew for an additional one (1) year unless either party gives written notice to the other party sixty (60) days prior to the expiration of the current term.

### Invoicing:

Invoicing - Customer will be invoiced for the first year of the Term upon the date of PO Issuance of this Agreement and, for each subsequent year of the Term, one month prior to such year.

Renewal invoicing - Customer will be invoiced one month prior to the commencement of each Renewal Term.

### Implementation Services:

PaymentWorks Implementation services are outlined in the Implementation Guide and include the process of provisioning, configuring, training, and testing the PaymentWorks platform.

Implementation services include up to 75 hours. If the Customer requests additional service hours (beyond the initial 75 hours), they may be purchased at a rate of \$200/hour for a minimum of 10 hours and are subject to resource availability.

If the Customer wishes to reschedule the target-start date for Implementation Services and notifies PaymentWorks at least two weeks in advance of the kick-off (as presented in the project plan), the parties will mutually agree upon a rescheduled start date, subject to the availability of PaymentWorks' resources. A Rescheduling Fee of \$5,000 will be charged.

### ERP Integration:

Automating data flows between PaymentWorks and the Customer ERP can be executed via the following method:

#### Customer-Managed Integration (or Partner-Managed):

PaymentWorks will provide integration (SFTP and/or API) documentation at no cost so the Customer can manage the PaymentWorks/ERP integration in-house with the customer's own IT resources or their preferred partner. The coding or customization of any middleware or ERP import functionality is the Customer's (or Partner's) responsibility. The PaymentWorks Support Team is available for Q&A during the project.

### EarlyPay Program:

PaymentWorks, via one or more of its wholly-owned subsidiaries, offers a service known as its "EarlyPay Program," pursuant to which PaymentWorks can accelerate payment:

# PRICE QUOTATION

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to certain vendors of Customer prior to the respective due dates of invoices submitted by those vendors. If Customer at any time elects to participate in the EarlyPay Program and meets the qualifications for such EarlyPay Program (including, as applicable, any approvals required by the Transferee under such EarlyPay Program), Section 9 of the attached Standard Terms and Conditions shall govern Customer's participation.

### Payment Files:

If Customer elects not to send payment instruction files through the PaymentWorks Service, the annual subscription will revert to a separate fee table to reflect the additional risk and cost incurred by PaymentWorks caused by Customer's failure to submit payment instruction files.

In the event the Customer and/or the Customer's bank requires manual upload of payment files to the bank's portal, the Customer shall either: (i) pay PaymentWorks an additional \$5,000 annual fee (non-refundable) to upload the payment files to the bank's portal. The \$5,000 (non-refundable) fee will be charged annually during the Term and each renewal term if the Customer and/or the Customer's bank continues to require manual upload services.

A standard payments implementation project includes one (1) SFTP bank connection. A one-time fee of \$1,000.00 per connection beyond one (1) will apply. Additionally, if Customer elects to change their originating bank, a one-time fee of \$1,000.00 will apply per change.

# PaymentWorks Standard Terms and Conditions

## 1. USE OF THE SERVICE

**1.1. Grant.** Subject to Customer's compliance with the terms of this Agreement, PaymentWorks hereby grants Customer a non-exclusive, non-transferable, limited right to access and use the PaymentWorks website (the "Site") and PaymentWorks application (collectively, the "Service"). Such access and use shall be exercised only by users authorized by Customer to access and use the Service on behalf of Customer who have agreed to these Terms of Service (collectively, "Authorized Users"). Customer may access and use the Service to share information about Customer ("Customer Data") and about transactions, invoices, invoice payment status, and related information (collectively, "Transaction Data") with Customer Authorized Users and/or Customer payees ("Payees"). Customer will decide which Authorized Users and/or Payees have access to specific Customer Data and Transaction Data through elections and criteria established by Customer through the Service. PaymentWorks may from time to time modify the Service, features of the Service, or the Site in its sole discretion.

**1.2. User Names and Passwords.** PaymentWorks shall provide Customer Authorized Users unique login credentials ("User Name" and "Password") to be used to access the Service. Customer and its Authorized Users are responsible for maintaining the confidentiality of the User Names and Passwords. Customer and its Authorized Users shall immediately notify PaymentWorks of any unauthorized use of a Customer issued User Name or Password and PaymentWorks shall issue a new User Name and/or Password. Customer will be solely responsible and liable for all activities that occur under Customer's associated User Names and Passwords. Customer shall be liable for any participation in the Service for any persons who accesses the Site and the Services using the User Name and Password of an Authorized User.

**1.3 Customer Responsibilities.** Customer will (a) be responsible for Authorized Users' compliance with these Terms of Service, (b) be responsible for the accuracy, completeness, quality and legality of Customer Data and Transaction Data provided by Customer, including the means by which Customer Data and Transaction Data were acquired, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service and any Transaction Data, and notify PaymentWorks promptly of any such unauthorized access or use, and (d) use the Service and Transaction Data only in accordance with any applicable documentation provided by PaymentWorks and all applicable laws and regulations, including, but not limited to, the rules and regulations of any payment network or other

electronic payment processing entity (collectively, "Applicable Laws and Regulations") and (e) comply with the terms applicable to data validation services referenced in Section 6.4. Customer makes, with respect to each payment instruction submitted to Payees utilizing the Site or the Service initiated hereunder ("Payment Instruction"), the representations and warranties, and agrees to assume the responsibilities, of an "Originator" under the Applicable Laws and Regulations. Customer acknowledges that Payment Instructions that violate any Applicable Laws and Regulations shall not be initiated and that it is the Customer's responsibility to ensure that the original Payment Instructions and retention of the related records complies with all Applicable Laws and Regulations. PaymentWorks shall have no liability for the accuracy, completeness, quality or legality of any Customer Data or Transaction Data provided through the Service, whether provided by Customer, Third-Party Service Providers, or any Authorized User or Payee. Authorized Users, and Customer agree to access the Site and Services in a secure manner in compliance with PaymentWorks' reasonable standards established from time to time. PaymentWorks, in its sole discretion, may specify connectivity standards to access the Site and the Services from time to time. If Customer wishes to submit Payment Instructions through the Service, Customer must agree to designate PaymentWorks as its Agent for submitting payment instructions in accordance with the requirements of Customer's designated bank. For transactions that Customer has elected to submit Payment Instructions through the Service, Customer will transmit the Payment Instructions to PaymentWorks. Customer is solely responsible for the content of the Payment Instructions, including the accuracy and completeness of the payment amount and the intended recipient entity.

**1.4. Restrictions on Use.** Customer and its Authorized User's shall not: (a) make the Service or any Transaction Data obtained through the Service from any Authorized User or Payee available to, or use the Service or any Transaction Data obtained through the Service from any Authorized User or Payee for the benefit of, anyone other than Customer, (b) sell, resell, license, sublicense, distribute, rent or lease the Service or any Transaction Data obtained through the Service from any Authorized User or Payee, or include the Service or any Transaction Data obtained through the Service from any Authorized User or Payee in a service bureau or outsourcing offering, (c) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or confidentiality rights, (d) use the Service to store or transmit Trojan horses, worms, time bombs, cancel bots or other similar harmful or deleterious programming routines, (e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, (f) attempt to gain unauthorized access to the Service or any Transaction

Data or its related systems or networks, (g) permit direct or indirect access to or use of the Service or any Transaction Data in a way that circumvents a contractual usage limit, (h) copy the Service or any part, feature, function or user interface thereof, (i) copy any Transaction Data obtained through the Service from any Authorized User or Payee except as permitted herein, (j) frame or mirror any part of any Service or Transaction Data, other than framing on Customer's own intranets or otherwise for Customer's own internal business purposes, (k) access the Service or any Transaction Data obtained through the Service from any Authorized User or Payee in order to build a competitive product or service, or (l) reverse engineer the Service or any element thereof (to the extent such restriction is permitted by Applicable Laws and Regulations), or (m) access or use the Service or any Transaction Data obtained through the Service from any Authorized User or Payee in violation of any Applicable Laws and Regulations.

**1.5. Reservation of Rights.** All rights in and to the Site and the Service, including without limitation proprietary schema, tools, methodologies, methods of the Services and software; and any patent rights, copyrights, trade secrets, trade names, service marks, trademarks, moral rights, know-how related to the Site or the Service (collectively, "PaymentWorks Intellectual Property Rights"), not expressly granted to Customer hereunder are reserved by PaymentWorks.

## 2. PAYMENTWORKS RESPONSIBILITIES

**2.1. Service and Support.** PaymentWorks will, subject to Customer's payment of applicable fees and compliance with these Terms of Service, use commercially reasonable efforts to: (a) make the Services and Transaction Data (to the extent authorized by the applicable Authorized User or Payee) available to Customer pursuant to these Terms of Service, (b) provide standard support for the Service, at no additional charge, and/or upgraded support if purchased, and (c) make the Service available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which we shall give at least 8 hours electronic notice and which we shall schedule to the extent practicable during the weekend hours between 6:00 p.m. Friday and 3:00 a.m. Monday Eastern time), and (ii) any unavailability caused by circumstances beyond our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, pandemic, civil unrest, act of terror, strike or other labor problem, Internet service provider failure or delay, or denial of service attack. For transactions that Customer has elected to submit for electronic (EFT) payment, PaymentWorks will transmit Customer's Payment Instruction to the Customer's designated bank for processing; provided, however, that PaymentWorks reserves the right to refuse to transmit any Payment Instructions submitted through the Service with respect to a transaction for a specific Payee in its sole

discretion, in which case the warranty set forth in Section 6.2 (ii) will not apply to such transaction. In the event that any information supplied by PaymentWorks is changed after submission to Customer's designated bank, the warranty set forth in Section 6.2 (ii) will not apply. In the event that Customer changes Payment Instructions after submission by PaymentWorks, Customer must notify PaymentWorks in writing of such change within two business days or the warranty set forth in Section 6.2(ii) will not apply.

**2.2. Protection of Customer Data and Transaction Data.** PaymentWorks will use commercially reasonable efforts to maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data and Transaction Data provided by the Customer. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data and Transaction Data by PaymentWorks personnel except (a) to address service or technical problems, (b) as compelled by Applicable Laws and Regulations, (c) as Customer designates through elections made through the service or (d) as Customer expressly permits in writing. Customer expressly acknowledges and agrees that Customer Data and Transaction Data will be made available to Authorized Users and processors, including without limitation the Customer's bank, Partners (as defined in Section 10.8), and Payees through the Service in accordance with elections and criteria established by Customer Authorized Users.

## 3. [RESERVED]

## 4. PROPRIETARY RIGHTS

**4.1. Title to Technology.** All interest, title and right in and to PaymentWorks Intellectual Property, including without limitation, all computer software programs or applications, or programs or applications of PaymentWorks' third party licensors, utilized by PaymentWorks in the establishment, operation, and/or the provision of Service, in whole or in part, shall be, vest with and remain the exclusive property of PaymentWorks and its third party licensors.

**4.2. Title to Customer Data and Transaction Data.** All Customer Data is and shall remain the property of Customer. All Transaction Data is and shall remain the property of its lawful owner. PaymentWorks makes no claims, warranties or representations with regard to the ownership of Transaction Data or Customer Data. PaymentWorks may share Transaction Data, in the singular or aggregate, by providing reports or otherwise, to Authorized Users and Payees involved in a transaction and may identify the parties as being involved in the transaction in connection therewith, all in accordance with elections and criteria established by Customer Authorized Users through the Service; and

Customer hereby grants PaymentWorks a world-wide license to host, copy, transmit, display and otherwise use Customer Data and Transaction Data as necessary to do so. In addition, Customer hereby grants PaymentWorks a perpetual, world-wide, limited license to de-personalize (remove any Customer identifying information) and aggregate any and all Transaction Data to determine usage trends, perform analytics, improve the Service, promote and market the effectiveness of the Service, sell such aggregated de-personalized Transaction Data to any third party, or for any other internal-business purpose.

**4.3. Customer's license to PaymentWorks.** Customer hereby grants a limited, non-transferable license to PaymentWorks for PaymentWorks to use Customer's name and logos to identify Customer as a user of the Site, during the Term of this Agreement, in accordance with elections and criteria established by Customer, including without limitation to display Customer Data and Transaction Data on the Site and to display Transaction Data and Payment Instructions to processors. PaymentWorks shall obtain Customer's prior written consent for any other uses of Customer's name, logos, and trademarks.

## **5. TERMINATION**

**5.1. Effect of Termination.** Upon termination of this Agreement, Customer shall immediately discontinue use of the Site and the Service.

**5.2. Survival.** Notwithstanding any termination of this Agreement, Section 4 ("Proprietary Rights"), Section 6 ("Warranties"), Section 7 ("Indemnification"), Section 8 ("Disclaimer and Limitation of Liability") Section 9 ("EarlyPay Program") and Section 10 ("Additional Terms and Conditions") shall survive termination of this Agreement. All other rights and licenses granted hereunder will cease upon termination.

## **6. WARRANTIES.**

**6.1. Mutual Warranty.** Each Party represents and warrants that it has the authority to enter into this Agreement.

**6.2. PaymentWorks Warranty.** PaymentWorks represents and warrants that: (i) the Service will be provided in accordance with the terms and conditions of Section 2; and (ii) with respect to any transaction processed through the Service that (a) PaymentWorks has initiated to a Participating Vendor relating to an Approved Invoice (to the extent Section 9 hereof is applicable; and as such terms are defined in Section 9), or (b) Customer has both elected to submit through the Service for EFT payment to a U.S. Bank account and provided Payment Instructions in accordance with

Section 1.3, and for which the EFT credentials have been collected from the recipient entity through the Service, except as set forth below, the bank account to which the funds are transferred will be owned by the entity associated with the Tax ID provided to Customer by PaymentWorks. In the event of a breach of the warranty set forth in Section 6.2 (ii), PaymentWorks will either remedy the breach or reimburse Customer for the amount of the payment directed to the incorrect account, up to \$2,000,000 per occurrence, notwithstanding any limitation on liability set forth in Section 8 of this Agreement. Customer acknowledges that the Warranty set forth in Section 6.2 (ii) will not apply to any transaction in which the Customer or any employee or agent of the Customer has engaged in fraud. Customer acknowledges that the Warranty set forth in Section 6.2 (ii) will not apply, and no EFT credential verification will be attempted, for any transaction made through the Service to an EFT credential and associated Tax ID collected by Customer outside of the Service and uploaded to the Service by the Customer. Customer further acknowledges that the Warranty set forth in Section 6.2 (ii) shall not apply until the Customer has elected to send Payment Instructions through the Service and begins sending Payment Instructions in a live production environment.

**6.3. Customer's Warranty.** Customer represents and warrants that (i) its Authorized Users have authority to act on behalf of Customer; and (ii) all Customer Data, Transaction Data and other materials submitted by Customer to or through the Site or the Service will not (A) infringe on any third party's rights, including any intellectual property or proprietary rights, (B) violate any obligation of confidentiality, (C) violate any Applicable Laws and Regulations; or (D) contain viruses, Trojan horses, worms, time bombs, cancel bots or other similar harmful or deleterious programming routines.

**6.4. DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6, THE SERVICE AND THE SITE AND ANY OTHER SERVICES OFFERED ON OR THROUGH THE SITE AND ANY REFERENCED THIRD-PARTY SITES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6, PAYMENTWORKS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES TO THE FULLEST EXTENT OF THE APPLICABLE LAWS AND REGULATIONS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. PAYMENTWORKS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE OR SERVICES, CUSTOMER DATA, TRANSACTION

DATA OR MATERIAL ON THE SITE OR THE SERVICE IN TERMS OF THEIR CORRECTNESS, ACCURACY, COMPLETENESS, QUALITY, LEGALITY, TIMELINESS, RELIABILITY OR OTHERWISE.

PAYMENTWORKS PROVIDES NO WARRANTY OF ANY KIND RELATED TO ANY THIRD-PARTY DATA OR SOFTWARE THAT MAY BE INCORPORATED, DISPLAYED OR INCLUDED IN THE SERVICE, INCLUDING WITHOUT LIMITATION ANY DATA VALIDATION PROVIDED BY OR THROUGH THE SERVICE.

## 7. INDEMNIFICATION.

**7.1. Infringement.** PaymentWorks agrees to defend or, at its option, to settle, any claim brought against Customer for infringement of any United States patent, copyright, trade secret or trademark by the Service as delivered, but excluding any such claim to the extent it is based on the content of any Customer Data or Transaction Data, and to indemnify Customer against all damages and costs finally assessed by a court of competent jurisdiction against Customer under any such claim or action. Customer agrees that PaymentWorks shall be released from the foregoing obligation unless Customer has taken reasonable steps to mitigate any potential expenses and provides PaymentWorks with: (i) prompt written notice of any such claim or action, or possibility thereof; (ii) sole control and authority over the defense or settlement of such claim or action; and (iii) proper and full information and assistance to settle and/or defend any such claim or action. Customer shall have the right to employ separate counsel and participate in the defense at its own expense; provided that PaymentWorks shall remain in control of the defense. In addition, PaymentWorks may, at its sole option and expense, either: (a) procure for Customer the right to use the allegedly infringing elements of the Service; (b) replace the allegedly infringing elements of the Service with non-infringing, functionally equivalent services; (c) modify the allegedly infringing elements of the Service so that they are not infringing; or (d) cease to provide the allegedly infringing elements of the Service, refund any fees paid by Customer covering any future period of time during which such allegedly infringing elements Services were to be provided. Upon exercise of option (d) in the previous sentence, PaymentWorks shall have no further obligations or liability to Customer with respect to the allegedly infringing elements of the Service. Except as specified above, PaymentWorks will not be liable for any costs or expenses incurred without its prior written authorization. THE FOREGOING PROVISIONS OF THIS SECTION 7 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF PAYMENTWORKS TO CUSTOMER WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET,

TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT BY THE SITE, THE SERVICE, OR ANY PART THEREOF.

**7.2.** Customer shall indemnify, defend and hold harmless PaymentWorks and its directors, officers, members, managers and employees from and against all claims, actions, liabilities, losses, expenses, damages and costs (including reasonable attorneys' fees), that may at any time be incurred by reason of any third party claim arising out of or relating to (i) any Customer Data or Transaction Data provided by the Customer, (ii) a breach of these Terms of Service by Customer, or (iii) any claim that is inconsistent with Customer's representations or warranties to PaymentWorks contained herein. PaymentWorks shall have the right to employ separate counsel and participate in the defense at its own expense.

## 8. LIMITATION OF LIABILITY.

**8.1. Limitation of Liability.** PAYMENTWORKS' LIABILITY TO CUSTOMER FOR DAMAGES WITH RESPECT TO THE SITE OR THE SERVICE SHALL NOT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO PAYMENTWORKS FOR THE SERVICE DURING THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE BREACH OR INCIDENT ASSERTED AS CAUSING HARM.

**8.2. No Consequential Damages.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND IRRESPECTIVE OF ANY FAULT OR NEGLIGENCE, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SALES, LOST SAVINGS, LOST PROFITS (ANTICIPATED OR ACTUAL), LOSS OF USE, DOWNTIME, INJURY TO PERSONS OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES), HOWSOEVER CAUSED, ARISING OUT OF OR RELATED TO THIS SITE OR THE SERVICE, WHETHER OR NOT SUCH PARTY HAS BEEN APPRISED OR NOTIFIED THAT ANY SUCH DAMAGES OR LOSSES ARE POSSIBLE OR LIKELY, AND WHETHER OR NOT ANY PERMITTED REMEDY HAS FAILED ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAWS AND REGULATIONS.

**8.3. Conditions.** The Parties agree that the above limitations of liability of Section 8 shall apply regardless of the form of action, whether in contract, warranty, strict liability or tort (including, without limitation, negligence of any kind,

whether active or passive) or any other legal or equitable theory, but shall not apply to fees owed to PaymentWorks by Customer.

## 9. EARLYPAY PROGRAM

**9.1. Applicability of This Section 9.** This Section 9 applies with respect to Customer if Customer at any time participates in the PaymentWorks EarlyPay Program (as defined below). In such case, the EarlyPay Program shall be treated as a component of, and included in, the Service.

**9.2. Definitions.** As used in this Section 9, the following terms shall have the meanings indicated below:

(a) “Approved Amount” means the full amount of an Approved Invoice as communicated by Customer to PaymentWorks via the Service, including all taxes, gross-ups, duties and levies, but net of any discounts, credits or other allowances which may have been applied by Customer. The Approved Amount shall be determined without regard to any discount the Participating Vendor shall have agreed to accept from the Transferee as part of the EarlyPay Program.

(b) “Approved Invoice” means an Invoice that Customer has indicated to PaymentWorks via the Service is “approved” for payment by the Customer.

(c) “Due Date” means the due date for payment indicated on an Approved Invoice, as communicated by Customer to PaymentWorks via the Service.

(d) “EarlyPay Program” means the program operated by PaymentWorks, via one or more of its wholly-owned subsidiaries, which provides Participating Vendors with the opportunity to receive early payment with respect to Approved Invoices.

(e) “Initial Transferee” means a wholly-owned subsidiary of PaymentWorks that initially purchases a Receivable under the EarlyPay Program and to which a Participating Vendor has transferred its entire right, title and interest in such a Receivable. As of the date of this Agreement, “Initial Transferee” includes PaymentWorks Acquisition Company LLC, a Delaware limited liability company (“PW Acquisition”), and any successor thereof named by PaymentWorks in connection with the EarlyPay Program.

(f) “Invoice” means an electronic or paper invoice submitted by a Participating Vendor to Customer, for goods or services purchased from such Participating Vendor by Customer.

(g) “Participating Vendor” means a Vendor that has a Receivables Purchase Agreement with a Transferee, together with such Vendor’s successors and permitted assigns.

(h) “Receivable” means an account (as defined under the UCC) owned by a Participating Vendor representing such Participating Vendor’s right to receive payment from Customer of the Approved Amount of an Approved Invoice on the Due Date, resulting from a business relationship between Customer and such Participating Vendor.

(i) “Receivables Purchase Agreement” means written terms agreed to between a Transferee and a Participating Vendor as part of the EarlyPay Program, pursuant to which such Participating Vendor agrees to sell its Receivables to such Transferee for a discounted amount consistent with this Agreement.

(j) “Subsequent Transferee” means any subsequent purchaser, assignee, or transferee of any Receivable from an Initial Transferee.

(k) “Transfer” and “Transferred,” with respect to any Receivable, means the sale and transfer of the corresponding Participating Vendor’s entire right, title and interest in such Receivable.

(l) “Transferee” means, as appropriate, any Initial Transferee and/or Subsequent Transferee.

(m) “Vendor” means a supplier of goods or services to Customer.

(n) “UCC” means the Uniform Commercial Code as adopted in the State of New York. All terms defined in the UCC have the same definitions herein as specified therein, with Article 9 prevailing in the case of any internal conflicts therein.

**9.3. Vendors.** Customer shall assist PaymentWorks in marketing the EarlyPay Program to Vendors, in such ways as Customer and PaymentWorks shall agree. Such assistance shall include, without limitation, providing data to PaymentWorks and assisting PaymentWorks in identifying and communicating with Vendors. No Vendor shall be required to participate in the EarlyPay Program, and each Vendor’s participation in the EarlyPay Program, and the Receivables that are purchased under the EarlyPay Program, are at the sole discretion of Initial Transferee and such Vendor. Each Vendor that does wish to participate, that has a Receivables Purchase Agreement with the Initial Transferee, and that meets the requirements of the EarlyPay Program, will become a Participating Vendor with respect to all of its eligible Receivables represented by Approved Invoices. The Initial Transferee has the sole right to determine the eligibility under the EarlyPay Program and the discretion to purchase or not purchase any Receivables under the EarlyPay Program.

#### 9.4. EarlyPay Process.

(a) Customer agrees that, upon the Transfer by a Participating Vendor of any Receivable, the Transferee will have succeeded to all the rights and remedies of the Participating Vendor with respect to such Receivable and the amounts due thereunder and Customer will make payment for all Receivables Transferred to such Transferee. In the event any Participating Vendor or any other party other than a Transferee notifies Customer of the Transfer of any Receivable, Customer will immediately give PaymentWorks and the Transferee written notice thereof. Customer agrees that this Agreement is an authenticated notification of assignment by the assignor or assignee pursuant to UCC Section 9-406 (or any successor provision), and Customer agrees that it may receive, and will comply with, subsequent notices with respect to the Receivables purchased by a Transferee pursuant to UCC Section 9-406 (and any successor provisions), and will comply with UCC Section 9-406.

(b) Customer shall deliver a Payment Instruction File requesting an ACH transfer from Customer's bank account specified in the Payment Instruction File, and take such other actions as PaymentWorks may reasonably require, to pay, or cause to be paid, the Approved Amount on or before the Due Date with respect to the corresponding Approved Invoice.

(c) Customer hereby authorizes PaymentWorks, as agent on Customer's behalf, to cause the proceeds of each Receivable purchased by a Transferee hereunder and related ACH transfer to be directed to the bank account of the appropriate Transferee.

(d) In the event Customer fails to timely deliver any Payment Instruction File or to otherwise cause any amount to be timely paid as provided in Section 9.4(b) above, and such failure continues for 45 days after the relevant Due Date, the Transferee may exercise such default remedies with respect thereto as may be available to it under this Agreement or applicable law.

**9.5. Representations and Warranties.** Customer represents and warrants to PaymentWorks and the applicable Transferee as follows:

(a) All Approved Invoices are in respect of genuine and lawful commercial trade transactions arising in the ordinary course of business, and the goods or services which give rise to each Approved Invoice do not include any goods or services the supply or receipt of which is contrary to applicable law (including without limitation applicable national and international export control, anti-money

laundering, anti-corruption and trade sanction and embargo laws, regulations, treaties and conventions);

(b) No agreement between Customer and any Participating Vendor contains any provision restricting the sale, assignment or transfer of Receivables by such Participating Vendor to PaymentWorks, and if such provision does exist, Customer hereby waives such provision for Receivables purchased by Transferee; and

(c) Each Participating Vendor complies with all applicable laws relating to the supply and receipt of the goods and/or services provided to Customer.

**9.6. Compensation to Customer.** As compensation to Customer for providing data necessary to support the EarlyPay Program and otherwise providing marketing support, PaymentWorks shall pay to Customer such amounts as PaymentWorks and Customer shall agree at the time Customer elects to participate in the EarlyPay Program.

**9.7. Third Party Beneficiaries.** The parties hereto agree and acknowledge that each Transferee is an intended third party beneficiary of this Section 9 and is entitled to rely on all representations and warranties made by Customer herein.

**9.8. Cancellation of EarlyPay by Customer.** Customer may terminate its participation in the EarlyPay Program at any time by giving at least 30 days' advance written notice of cancellation to PaymentWorks and PaymentWorks may terminate or modify the EarlyPay Program at any time by giving at least 30 days' advance written notice to Customer. Invoices approved for payment by Customer after the effective date of cancellation will not be eligible under the EarlyPay Program and shall be processed outside the EarlyPay Program; provided, that the provisions of this Section 9 shall govern the processing and payment of Approved Invoices, and the parties' rights and obligations with respect to Approved Invoices, that Customer approves for payment prior to such cancellation effective date. Notwithstanding cancellation of participation in the EarlyPay Program, the terms of the EarlyPay Program will survive until all Receivables purchased under the EarlyPay Program related to Customer are indefeasibly paid in full.

**9.9. Purchaser of Receivables.** From time to time, some of the activities of PaymentWorks described in this Section 9 may be performed by one or more third party designees of PaymentWorks or of the Transferee (which may be affiliates of PaymentWorks). Accordingly, for purposes of this Section 9, the term "PaymentWorks" shall be deemed to include PaymentWorks, Inc. and/or such designee(s) as appropriate; and any such designee shall be a third party beneficiary of this Agreement. PaymentWorks and/or the applicable Transferee may designate and appoint another party as the agent of, or

servicer for, such party under this Agreement and such agent may exercise such powers and perform such duties as are expressly delegated by such Transferee, together with such other powers as are reasonably incidental thereto. PaymentWorks will remain responsible for the obligations under this Agreement notwithstanding any appointment of a third party designee.

**9.10 Sale of Receivables.** Customer is hereby advised that, as part of the EarlyPay Program, Participating Vendors may Transfer Receivables to PaymentWorks or an affiliate of PaymentWorks, including PaymentWorks Acquisition Company LLC, and such Receivables may be Transferred to one or more additional Transferees. Any Transfer does not relieve Customer of its obligations to such Participating Vendor, except as provided under the UCC with respect to the Transfer of the Receivable. Customer consents to each Transfer. Customer agrees to recognize the priority and validity of any security interest or lien held by any such Transferee or its agents.

## 10. ADDITIONAL TERMS AND CONDITIONS.

**10.1. U.S. Government Licenses.** PaymentWorks provides the Service, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with PaymentWorks to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

**10.2. Export Restrictions.** The Site, the Service, other technology PaymentWorks makes available, and derivatives thereof may be subject to export laws and regulations of the United States. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not permit Authorized Users to access or use the Service or any content in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

**10.3. Terms and Conditions.** Customer acknowledges and agrees that its use of the Services and the Transaction Data, and any use of Transaction Data by its Authorized Users or Payees, shall not modify or supersede the terms and

conditions of any purchase agreements, invoices, or other negotiated terms agreed to by and between Customer and any Authorized User or Payee.

**10.4. Future Functionality.** Customer acknowledges and agrees that its subscription to the Service is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public or private statements made by PaymentWorks regarding future functionality or features.

**10.5. Assignment.** Neither this Agreement nor any rights under this Agreement may be transferred or assigned by Customer without the prior written consent of PaymentWorks.

### 10.6. Confidentiality.

**10.6.1.** In connection with this Agreement each party (a “Disclosing Party”) may disclose or make available Confidential Information to the other party (a “Receiving Party”). Subject to Section 10.6.2, “Confidential Information” means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party’s technology or data, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, including third-party data accessed through the Service (“Third-Party Data”), in each case whether or not marked, designated, or otherwise identified as “confidential.”

**10.6.2.** Confidential Information does not include information that: (i) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information being disclosed or made available to the Receiving Party in connection with this Agreement; (ii) was or becomes generally known by the public other than by the Receiving Party’s or any of its representatives’ noncompliance with this Agreement; (iii) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; (iv) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information; or (v) is required to be disclosed by law, by any court of competent jurisdiction, or by any regulatory or administrative body.

**10.6.3.** Each party shall (i) hold the other’s Confidential Information in confidence and, unless required by law, not make the other party’s Confidential Information available to any third party or use the other party’s Confidential Information for any purpose, in each case, other than as

permitted by this Agreement; (ii) disclose the other party's Confidential Information only to those of its officers, employees, agents, and subcontractors to whom and to the extent to which such disclosure is necessary for the purposes contemplated by this Agreement; (iii) require that any person who receives Confidential Information pursuant to Section 10.6.3(ii) comply with the obligations in this Section 10.6 as if they were a party to this Agreement; (iv) adopt reasonable security practices and systems to secure the Confidential Information, and take prompt remedial action (at its own expense), including prompt notice to the other party, in the event of unauthorized access or disclosure; and (v) take all reasonable steps to ensure that the other party's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of this Section 10.6.

**10.7. Third-Party Data.** PaymentWorks may provide Customer with certain Third-Party Data to assist Customer with assessing and managing risk related to payments made through the Service. Customer acknowledges that Third-Party Data is Confidential Information subject to the requirements set forth in Section 10.6. Third-Party Data shall

be used exclusively for the purposes of detecting or preventing crime, including without limitation money laundering, fraud, sanctions breaches, bribery, and corruption. Customer shall not use Third-Party Data for pre-employment screening, credit referencing, or any other purpose that may constitute a "Consumer Report" under the Fair Credit Reporting Act, 15 U.S.C. § 1681 (as amended from time to time).

**10.8.** Customer acknowledges that as a part of the PaymentWorks Partner Certification Program (the "Program"), PaymentWorks trains and certifies third-party service providers ("Partners") to implement and integrate the Site and Services; and, in connection therewith, Partners may accompany PaymentWorks in and, in some cases, under PaymentWorks' supervision, lead the implementation and integration of the Site and Services provided hereunder for training purposes; and, after certification, Partners may be subcontracted to perform implementation and integration services hereunder. All Partners will be subject to written confidentiality obligations with respect to information obtained during the Program.



## **Department of Information Resources**

**DIR-CPO-5687**

### **Appendix A**

**Standard Contract Terms and Conditions**

**Cooperative Contracts**

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The following terms and conditions shall govern the conduct of DIR and Successful Respondent during the term of the Contract.

## **1 CONTRACT SCOPE**

Successful Respondent shall provide the products and/or services specified in the Contract for purchase by Customers. Terms used in this document shall have the meanings set forth below in Section [3 Definitions](#).

## **2 NO QUANTITY GUARANTEES**

The Contract is not exclusive to Successful Respondent. Customers may obtain services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and/or services will be procured through the Contract.

## **3 DEFINITIONS**

### **3.1 Compliance Check**

An audit of Successful Respondent's compliance with the Contract which may be performed by a third-party auditor, DIR Internal Audit department, DIR contract management staff, or their designees.

### **3.2 Contract**

The DIR Contract between DIR and Successful Respondent into which this Appendix A is incorporated.

### **3.3 CPA**

Refers to the Texas Comptroller of Public Accounts.

### **3.4 Customer**

Any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, a public safety entity, as defined by 47 U.S.C. Section 1401, or a county hospital, public hospital, or hospital district, the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code, and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001:

- A. A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
- B. A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
- C. Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;

- D. A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
- E. A local workforce development board created under Section 2308.253, Texas Government Code;
- F. A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
- G. The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
- H. A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
- I. A nonprofit organization that provides affordable housing.

### 3.5 **Business day**

Shall mean business days, Monday through Friday, except for State and Federal holidays. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.

### 3.6 **DIR**

Refers to the Texas Department of Information Resources.

### 3.7 **Effective Date**

Refers to the effective date of the Contract as set forth therein.

### 3.8 **Invoice**

Refers to a Customer approved instrument submitted by Successful Respondent for payment of services.

### 3.9 **Purchase Order**

Refers to Customer's fiscal form or format, contract with Successful Respondent, or other document used by Customer to authorize the purchase of products or services from Successful Respondent under the Contract, including but not limited to a formal written purchase order, procurement card, electronic purchase order, or another authorized instrument.

### 3.10 **State**

Refers to the State of Texas.

### 3.11 **Statement of Work (SOW)**

Means a document entered into between Customer and Successful Respondent describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Successful Respondent is to provide Customer, issued pursuant to the Contract.

### 3.12 **Subcontracting Plan**

Refers to **Appendix B**, Successful Respondent's Historically Underutilized Business Subcontracting Plan.

### 3.13 **Successful Respondent**

Refers to the party identified as either "Successful Respondent" or "Vendor" in Section 1.1 of the Contract.

### 3.14 Third-Party Provider

Refers to an agent, affiliate, subcontractor, vendor, reseller, manufacturer, publisher, distributor, order fulfiller or other person or entity designated or directed by Successful Respondent to provide products or services to a Customer in performance of, related to, or in support of a Purchase Order issued under the Contract.

## 4 GENERAL PROVISIONS

### 4.1 Entire Agreement

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and Successful Respondent. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

### 4.2 Modification of Contract Terms and/or Amendments

- A. The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Successful Respondent.
- B. DIR may amend the Contract upon thirty (30) calendar days written notice to Successful Respondent without the need for Successful Respondent's written consent: i) as necessary to satisfy a regulatory requirement imposed upon DIR by a governing body with the appropriate authority, or ii) as necessary to satisfy a procedural change due to DIR system upgrades or additions.
- C. Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Successful Respondent may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.
- D. Customer(s) and Successful Respondent will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract.

### 4.3 Invalid Term or Condition

- A. To the extent any term or condition in the Contract conflicts with the applicable Texas and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a Contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable Texas and/or United States law or regulation which conflicts with the Contract term or condition.
- B. If one (1) or more term or condition in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent

jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

#### **4.4 Assignment**

- A. DIR may assign the Contract without prior written approval to: i) a successor in interest (another state agency as designated by the Texas Legislature), or ii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.
- B. A Customer may assign a Purchase Order issued under the Contract without prior written approval to: i) a successor in interest (another state agency as designated by the Texas Legislature), or ii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.
- C. Successful Respondent shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the DIR. Any attempted assignment in violation of this provision is void and without effect.

#### **4.5 Survival**

All applicable Statements of Work that were entered into between Successful Respondent and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Successful Respondent shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than three (3) years. In all instances of termination or expiration and no later than five (5) days after termination or expiration or upon DIR request, Successful Respondent shall provide a list, in accordance with the format requested by DIR (i.e., Excel, Word, etc.), of all surviving Statements of Work and Purchase Orders to the DIR Contract Manager and shall continue to report sales and pay the DIR Administrative Fees for the duration of all such surviving Statements of Work and Purchase Orders. Rights and obligations under the Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality; and indemnification will remain in effect.

#### **4.6 Choice of Law**

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. In any litigation where any state agency is a party, and subject to the requirements of Chapter 2260, Texas Government Code, the exclusive venue of any such suit arising under the Contract is fixed in the state courts of Travis County, Texas. If litigation does not involve any state agency, then venue is fixed in the state courts of the Texas county where the Customer is primarily situated, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting Agency. Regardless of any provision anywhere in the Contract, no state agency or other Customer in any manner waives any defense or immunity whatsoever.

#### **4.7 Limitation of Authority**

Successful Respondent shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State except as expressly provided for in the Contract; no other authority,

power or use is granted or implied. Successful Respondent may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

#### 4.8 Proof of Financial Stability

Either DIR or Customer may require Successful Respondent to provide proof of financial stability prior to or at any time during the Contract term.

#### 4.9 Data Location

Regardless of any other provision of the Contract or its incorporated or referenced documents, all of the data for State of Texas Customers shall remain, and be stored, processed, accessed, viewed, transmitted, and received, always and exclusively within the contiguous United States. A State of Texas Customer can specifically request otherwise; however, Successful Respondent shall notify DIR promptly after such request is made. For all Customers outside the State of Texas' jurisdiction, the question of data location shall be at the discretion of such Customers. **NOTE: CUSTOMERS SHOULD CONSIDER WHETHER THEY REQUIRE CONTIGUOUS US-ONLY DATA LOCATION AND HANDLING AND MAKE SUCCESSFUL RESPONDENT AWARE OF THEIR REQUIREMENTS.**

#### 4.10 Independent Contractor

**SUCCESSFUL RESPONDENT AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THE CONTRACT, IT IS FURNISHING SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT SUCCESSFUL RESPONDENT IS NOT AN EMPLOYEE OF THE CUSTOMER, DIR, OR THE STATE OF TEXAS.**

### 5 INTELLECTUAL PROPERTY MATTERS

#### 5.1 Intellectual Property Matters Definitions

##### 5.1.1 "Work Product"

Means any and all deliverables produced by Successful Respondent for Customer under a Statement of Work issued pursuant to the Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Effective Date, including but not limited to any:

- (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, configurations, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works),
- (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin,
- (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how,
- (iv) domain names,
- (v) any copies, and similar or derivative works to any of the foregoing,

- (vi) all documentation and materials related to any of the foregoing,
- (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and
- (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with the Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit:
  - a. by any Successful Respondent personnel or Customer personnel, or
  - b. any Customer personnel who then became personnel to Successful Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Successful Respondent or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

#### 5.1.2 "Intellectual Property Rights"

Means the worldwide legal rights or interests, including but not limited to all United States and foreign patents, copyrights, trademarks, service marks, trade secrets, moral rights, author's rights, reversionary rights, and any and all other intellectual property or similar rights, evidenced by or embodied in:

- i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how;
- ii) any work of authorship, including any copyrights, moral rights or neighboring rights;
- iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin;
- iv) domain name registrations; and
- v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

#### 5.1.3 "Third Party IP"

Means the Intellectual Property Rights of any third party that is not a party to the Contract or a Purchase Order or Statement of Work issued under the Contract, and that is not directly or indirectly providing any goods or services to Customer under the Contract or a Purchase Order or Statement of Work issued under the Contract.

#### 5.1.4 "Successful Respondent IP"

Shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Successful Respondent:

- i) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the services or Work Product, or

- ii) after the Effective Date if such tangible or intangible items or things were independently developed by Successful Respondent outside Successful Respondent's provision of services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Successful Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Successful Respondent or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

## 5.2 Ownership

As between Successful Respondent and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Successful Respondent. Successful Respondent specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Successful Respondent hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title, and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Successful Respondent acknowledges that Successful Respondent and Customer do not intend Successful Respondent to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Successful Respondent, to all Successful Respondent materials, premises, and computer files containing the Work Product. Successful Respondent and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Successful Respondent.

## 5.3 Further Actions

Successful Respondent, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Successful Respondent's signature due to the dissolution of Successful Respondent or Successful Respondent's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Successful Respondent hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Successful Respondent's agent and Successful Respondent's attorney-in-fact to act for and in Successful Respondent's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Successful Respondent, provided however that no such grant of right to Customer is applicable if Successful Respondent fails to execute any document due to a good faith dispute by Successful Respondent with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Successful Respondent shall

cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

#### **5.4 Waiver of Moral Rights**

Successful Respondent hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Successful Respondent may now have or which may accrue to Successful Respondent's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Successful Respondent acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

#### **5.5 Confidentiality**

All documents, information and materials forwarded to Successful Respondent by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Successful Respondent under Section [5.8 Successful Respondent License to Use](#). Hereunder, Successful Respondent shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

#### **5.6 Injunctive Relief**

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Successful Respondent acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of the Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

#### **5.7 Return of Materials Pertaining to Work Product**

Upon the request of Customer, but in any event upon termination or expiration of the Contract, or a Statement of Work, Successful Respondent shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Successful Respondent or furnished by Customer to Successful Respondent, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This Section is intended to apply to all Work Product as well as to all documents and things furnished to Successful Respondent by Customer or by anyone else that pertain to the Work Product.

## **5.8 Successful Respondent License to Use**

Customer hereby grants to Successful Respondent a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the services to Customer. Except as provided in this Section, neither Successful Respondent nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

## **5.9 Third-Party Underlying and Derivative Works**

- A. To the extent that any Successful Respondent IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the services, Successful Respondent hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to
  - i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Successful Respondent IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and
  - ii) authorize others to do any or all of the foregoing. Successful Respondent agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party IP.
- B. On request, Successful Respondent shall provide Customer with documentation indicating a third party's written approval for Successful Respondent to use any Third Party IP that may be embodied or reflected in the Work Product.

## **5.10 Agreement with Third Party Providers**

Successful Respondent agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any Third Party Providers, prior to their providing such services or Work Product pursuant to the Contract, and that Successful Respondent shall maintain such written agreements at all times during performance of the Contract, which are sufficient to support all performance and grants of rights by Successful Respondent. Copies of such agreements shall be provided to the Customer promptly upon request.

## **5.11 License to Customer**

Successful Respondent grants to Customer, at no additional charge, a world-wide, non-exclusive, perpetual, irrevocable, royalty free right and license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Successful Respondent IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Successful Respondent IP remain in Successful Respondent.

### 5.12 Successful Respondent Development Rights

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in the Contract shall preclude Successful Respondent from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Successful Respondent wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Successful Respondent and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

## 6 TERMS AND CONDITIONS APPLICABLE TO STATE AGENCY PURCHASES ONLY

- A. Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency and Institution of Higher Education Customers must procure EIR that complies with the Accessibility Standards defined in the Texas Administrative Codes 1 TAC 206, 1 TAC 213, and in the Worldwide Web Consortium WCAG 2.0 AA technical standard as applicable, and when such products or services are available in the commercial marketplace or when such products are developed in response to procurement solicitations. Successful Respondent hereby represents, certifies, and warrants that it and its products and services comply with all relevant accessibility laws and standards.
- i) Upon request, and prior to a DIR Customer purchase, Successful Respondent must provide accurate Accessibility Conformance Reports (ACRs) created using the applicable sections of the Voluntary Product Accessibility Template® (VPAT®) Revised Section 508 Edition (Version 2.3 or higher) or links to ACRs located on manufacturer websites for Commercial Off the Shelf (COTS) products, including Software as a Service (SaaS), for each product or product family (as applicable) included in the submitted pricelist. Instructions on how to complete this document are included in the template itself. ACRs based on earlier versions of the VPAT® template will be accepted if such completed ACRs already exist, and there have been no changes to the product/service since the time of the original document completion.
  - ii) If Successful Respondent claims that a proposed product or family of products is exempt from accessibility requirements, it must specify the product(s) as such in "Notes" located in the product information section of the VPAT v.2.3 or higher, or as an additional note in the product information section of older VPAT versions of the form, specifying each exempt product or product family with a supporting statement(s) for this position.
  - iii) Upon request, and prior to a DIR customer purchase for IT development services, Successful Respondent must provide a completed, current, accurate, Vendor Accessibility Development Services Information Request (VADSIR) form for non-COTS offerings (such as IT related development services, services that include user accessed, online components, etc.) which documents Successful Respondent's capability or ability to produce accessible electronic and information resources.
  - iv) Additionally, Successful Respondent must ensure that EIR Accessibility criteria are integrated into key phases of the project development lifecycle including but not limited to

planning, design, development, functional testing, user acceptance testing, maintenance; and report accessibility status at key project checkpoints as defined by DIR customers.

- v) Upon request, and prior to a Customer purchase for COTS products, or IT development services, Successful Respondent must provide a completed, current, accurate, Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment.
- vi) Also upon request, Successful Respondent must provide additional documentation that supports the information contained in the aforementioned completed forms. Examples may include but are not limited to: executed accessibility test plans and results, corrective actions plans, description of accessibility test tools, platforms, and methods, and prior work.

**B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)**

- i) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).
- ii) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.
- iii) Successful Respondent agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Section.

## **7 CONTRACT FULFILLMENT AND PROMOTION**

### **7.1 Service, Sales and Support of the Contract**

Successful Respondent shall provide service, sales, and support resources to serve all Customers. It is the responsibility of Successful Respondent to sell, market, and promote products and services available under the Contract. Successful Respondent shall use best efforts to ensure that potential Customers are made aware of the existence of the Contract. All contracts for and sales to Customers for products and services available under the Contract shall be in accordance with the Contract.

### **7.2 Internet Access to Contract and Pricing Information**

**A. Successful Respondent Webpage**

Within thirty (30) calendar days from the Effective Date, Successful Respondent will establish and maintain a webpage specific to the services awarded under the Contract that is clearly distinguishable from other, non-DIR Contract offerings on Successful Respondent's website. Successful Respondent must use a web hosting service that provides a dedicated internet protocol (IP) address. Successful Respondent's website must have a Secure Sockets Layer (SSL) certificate and Customers must access Successful Respondent's website using Hyper Text Transfer Protocol Secure (HTTPS) and it will encrypt all communication between Customer browser and website. The webpage must include:

- i) a list with description of products and/or services awarded;
- ii) Successful Respondent contact information (name, telephone number and email address);
- iii) instructions for obtaining quotes and placing Purchase Orders;
- iv) the DIR Contract number with a hyperlink to the Contract's DIR webpage;
- v) a link to the DIR "Cooperative Contracts" webpage;
- vi) the DIR logo in accordance with the requirements of Section 7.9; and
- vii) any other information that the Contract indicates is required to be included on the webpage.

- B. If Successful Respondent does not meet the webpage requirements listed above, DIR may cancel the Contract without penalty.

### **7.3 Accurate and Timely Contract Information**

Successful Respondent warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained, and displayed in an objective and timely manner. Successful Respondent, at its own expense, shall correct any non-conforming or inaccurate information posted at Successful Respondent's website within ten (10) business days after written notification by DIR.

### **7.4 Webpage Compliance Checks**

Periodic Compliance Checks of the information posted for the Contract on Successful Respondent's website will be conducted by DIR. Upon request by DIR, Successful Respondent shall provide verifiable documentation that pricing listed upon this website is compliant with the pricing as stated in the Contract.

### **7.5 Webpage Changes**

Successful Respondent hereby consents to a link from the DIR website to Successful Respondent's website in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Successful Respondent with subsequent notice of link suspension, termination or removal. Successful Respondent shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

## **7.6 Use of Access Data Prohibited**

If Successful Respondent stores, collects, or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Successful Respondent for the purpose of implementing or marketing the Contract, and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Successful Respondent shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

## **7.7 Responsibility for Content**

Successful Respondent is solely responsible for administration, content, intellectual property rights, and all materials at Successful Respondent's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

## **7.8 Services Warranty and Return Policies**

Successful Respondent will adhere to Successful Respondent's then-currently published policies concerning product and service warranties and returns. Such policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated customers for like products and services.

## **7.9 DIR and Customer Logos**

Successful Respondent may use a Customer's logo only upon prior written approval of such Customer. Successful Respondent may use the DIR logo in the promotion of the Contract to Customers with the following stipulations:

- A. the logo may not be modified in any way,
- B. when displayed, the size of the DIR logo must be equal to or smaller than Successful Respondent's logo,
- C. the DIR logo is only used to communicate the availability of services under the Contract to Customers, and
- D. any other use of the DIR logo requires prior written permission from DIR.

## **7.10 Successful Respondent Logo**

If DIR receives Successful Respondent's prior written approval, DIR may use Successful Respondent's name and logo in the promotion of the Contract to communicate the availability of services under the Contract to Customers. Use of the logo may be on the DIR website or on printed materials. Any use of Successful Respondent's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Successful Respondent's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Successful Respondent.

## **7.11 Trade Show Participation**

At DIR's discretion, Successful Respondent may be required to participate in no more than two (2) DIR sponsored trade shows each calendar year. Successful Respondent understands and agrees that participation, at Successful Respondent's expense, includes providing a manned booth display or similar presence. DIR will provide four (4) months advance notice of any required participation. Successful Respondent must display the DIR logo at all trade shows that potential Customers will attend. DIR

reserves the right to approve or disapprove of the location or the use of the DIR logo in or on Successful Respondent's booth.

#### **7.12 Orientation Meeting**

Within thirty (30) calendar days from execution of the Contract, Successful Respondent will be required to attend an orientation meeting to discuss the content and procedures of the Contract to include administrative requirements for reporting and administrative fee payments. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and Successful Respondent or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of Successful Respondent for attendance at the meeting.

#### **7.13 Performance Review Meetings**

Successful Respondent shall attend periodic meetings to review Successful Respondent's performance under the Contract at DIR's request. The meetings will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and Successful Respondent or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of Successful Respondent for attendance at the meeting.

#### **7.14 DIR Cost Avoidance**

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Successful Respondent shall provide DIR with a detailed report of a representative sample of products or services sold under the Contract. The report shall contain: product or service description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR Customers can procure the products or services.

### **8 PURCHASE ORDERS, INVOICES, AND PAYMENTS**

#### **8.1 Purchase Orders**

All Customer Purchase Orders will be placed directly with Successful Respondent. Accurate Purchase Orders shall be effective and binding upon Successful Respondent when accepted by Successful Respondent.

#### **8.2 Invoices**

- A. Invoices shall be submitted by Successful Respondent directly to Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for services purchased under the Contract and any provision of acceptance of such services shall be made by the Customer to Successful Respondent. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Successful Respondent will agree to acceptable terms.
- B. Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to services, prices, and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the products and services by the Customer.
- C. The DIR Administrative Fee shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

### 8.3 Payments

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Successful Respondent. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later.

Payment under the Contract shall not foreclose the right to recover wrongful payments. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Successful Respondent will agree to acceptable terms.

### 8.4 Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under the Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under the Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Customers shall provide evidence of tax-exempt status to Successful Respondent upon request.

### 8.5 Travel Expense Reimbursement

Pricing for services provided under the Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (<https://comptroller.texas.gov/purchasing/programs/travel-management/>). Travel time may not be included as part of the amounts payable by Customer for any services rendered under the Contract. The DIR Administrative Fee is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

## 9 CONTRACT ADMINISTRATION

### 9.1 Contract Managers

DIR and Successful Respondent will each provide a contract manager (“Contract Manager”) to support the Contract (respectively, the “DIR Contract Manager” and “Successful Respondent Contract Manager”). Information regarding each Contract Manager will be posted on the internet website designated for the Contract. DIR reserves the right to require a change in Successful Respondent Contract Manager if Successful Respondent Contract Manager is not, in the sole opinion of DIR, adequately serving the needs of the State.

#### 9.1.1 DIR Contract Manager

The DIR Contract Manager’s duties include but are not limited to:

- A. monitoring compliance and management of the Contract,
- B. advising DIR of Successful Respondent’s performance under the Contract, and
- C. periodic verification of pricing and monthly reports submitted by Successful Respondent.

#### 9.1.2 Successful Respondent Contract Manager

Successful Respondent Contract Manager’s duties shall include but are not limited to:

- A. supporting the marketing and management of the Contract,
- B. facilitating dispute resolution between Successful Respondent and Customers, and
- C. advising DIR of Successful Respondent's performance under the Contract.

## 9.2 Reporting and Administrative Fees

### 9.2.1 Reporting Responsibility

- A. Each month, Successful Respondent shall report all products and services purchased under the Contract. Successful Respondent shall file monthly reports to include monthly sales reports, subcontract reports, and pay the DIR Administrative Fees in accordance with the due dates specified in this Section.
- B. DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this Section, including but not limited to, Compliance Checks of Successful Respondent's applicable Contract books. Successful Respondent will provide all required documentation at no cost.

### 9.2.2 Detailed Monthly Report

- A. Using the Vendor Sales Report (VSR) portal, Successful Respondent shall provide DIR with a monthly report in the format required by DIR detailing sales activity under the Contract for the previous month period. This included months in which there are no sales. Reports may be submitted between the first (1st) and the fifteenth (15th) of each month and are due no later than the fifteenth (15th) calendar day of the month following the month of the sale. If the 15th calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. Per transaction, the monthly report shall include, at a minimum,: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the estimated DIR Administrative Fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to Successful Respondent for correction in accordance with this Section.
- B. Successful Respondent shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in Contract termination.

### 9.2.3 Historically Underutilized Businesses Subcontract Reports

- A. Successful Respondent shall electronically provide each Customer with their relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.
- B. Reports shall be due in accordance with the CPA rules.

#### 9.2.4 DIR Administrative Fee

- A. The DIR Administrative Fee shall be paid by Successful Respondent to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. DIR will review monthly sales reports, close the sales period, and notify Successful Respondent of the amount of the DIR Administrative Fee no later than the fourteenth (14th) calendar day of the month following the date of the reported sale. Successful Respondent shall pay the amount of the DIR Administrative Fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Successful Respondent reports January sales no later than February 15th; DIR closes January sales and notifies Successful Respondent of the amount of the DIR Administrative Fee by March 14th; Successful Respondent submits payment of the DIR Administrative Fee for January sales by March 25th.
- B. DIR may change the amount of the DIR Administrative Fee upon thirty (30) calendar days written notice to Successful Respondent without the need for an amendment to the Contract.
- C. To preserve the DIR Administrative Fee in place at the time of the sale of product or service, the calculation of the DIR Administrative Fee is based on the Purchase Order date for each sale.
- D. Successful Respondent shall reference the Contract number, reporting period, and DIR Administrative Fee amount on any remittance instruments.

#### 9.2.5 Accurate and Timely Submission of Reports

- A. Successful Respondent shall submit reports and DIR Administrative Fee payments accurately and timely in accordance with the due dates specified in this Section. Successful Respondent shall correct any inaccurate reports or DIR Administrative Fee payments within three (3) business days upon written notification by DIR. Successful Respondent shall deliver any late reports or late DIR Administrative Fee payments within three (3) business days upon written notification by DIR. If Successful Respondent is unable to correct inaccurate reports or DIR Administrative Fee payments or deliver late reports and DIR Administrative Fee payments within three (3) business days, Successful Respondent shall contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.
- B. Should Successful Respondent fail to correct inaccurate reports or cure the delay in timely and accurate delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right at DIR's expense to require an independent third-party audit of Successful Respondent's records as specified in Section [9.3 Records and Audit](#). DIR will select the auditor (and all payments to auditor will require DIR approval).
- C. Failure to timely submit three (3) reports or DIR Administrative Fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of \$100/day for each day the report or payment is due (up to \$1000/month) or suspension or termination of Successful Respondent's Contract.

### 9.3 Records and Audit

- A. Acceptance of funds under the Contract by Successful Respondent acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Successful Respondent further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Successful Respondent shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Successful Respondent and the requirement to cooperate is included in any subcontract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.
- B. Successful Respondent shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract, whichever is later. Such records shall include per transaction: Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.
- C. Successful Respondent shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, purchase orders and statements of work, and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the Compliance Checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking, and/or copying such books and records.
- 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 Successful Respondent is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Successful Respondent must pay within thirty (30) calendar days of receipt.

- E. For procuring State Agencies whose payments are processed by the CPA, the volume of payments made to Successful Respondent through the CPA and the administrative fee based thereon shall be presumed correct unless Successful Respondent can demonstrate to DIR's satisfaction that Successful Respondent's calculation of DIR's administrative fee is correct.

#### **9.4 Contract Administration Notification**

- A. Prior to execution of the Contract, Successful Respondent shall provide DIR with written notification of the following:
  - i) Successful Respondent Contract Manager's name and contact information,
  - ii) Successful Respondent sales representative name and contact information, and
  - iii) name and contact information of Successful Respondent personnel responsible for submitting reports and payment of DIR Administrative Fees.
- B. Upon execution of the Contract, DIR shall provide Successful Respondent with written notification of the DIR Contract Manager's name and contact information.

### **10 SUCCESSFUL RESPONDENT RESPONSIBILITIES**

#### **10.1 Indemnification**

##### **10.1.1 Indemnities by Successful Respondent**

- 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 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.
- B. THE DEFENSE SHALL BE COORDINATED BY SUCCESSFUL RESPONDENT WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED

DEFENDANTS IN ANY LAWSUIT AND SUCCESSFUL RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. FOR NON-STATE AGENCY CUSTOMERS, THE DEFENSE SHALL BE COORDINATED BY CUSTOMER'S LEGAL COUNSEL. SUCCESSFUL RESPONDENT AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER AND TO DIR OF ANY SUCH CLAIM.

#### 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.

#### 10.2 Property Damage

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF SUCCESSFUL RESPONDENT, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, SUCCESSFUL RESPONDENT SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY SUCCESSFUL RESPONDENT NINETY (90) CALENDAR DAYS AFTER THE DATE OF SUCCESSFUL RESPONDENT'S RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

#### 10.3 Taxes/Worker's Compensation/Unemployment Insurance

Successful Respondent agrees and acknowledges that during the existence of the Contract, Successful Respondent shall be entirely responsible for the liability and payment of Successful Respondent's and its employees' taxes of whatever kind, arising out of the performances in the Contract. Successful Respondent agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. Successful Respondent agrees and acknowledges that Successful Respondent and its employees, representatives, agents, and subcontractors shall not be entitled to any state benefit or benefit of another governmental entity Customer. Customer, DIR, and/or the State shall not be liable to Successful Respondent, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of another governmental entity Customer.

#### 10.4 Successful Respondent Certifications

- A. Successful Respondent represents and warrants that, in accordance with Section 2155.005, Texas Government Code, neither Successful Respondent nor the firm, corporation, partnership, or institution represented by Successful Respondent, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Response to any competitor or any other person engaged in the same line of business as Successful Respondent.
- B. Successful Respondent hereby certifies, represents, and warrants, on behalf of Successful Respondent that:
- i) it has not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;
  - ii) it is not currently delinquent in the payment of any franchise tax owed the State and is not ineligible to receive payment under Section 231.006, Texas Family Code, and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;
  - iii) neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;
  - iv) it has not received payment from DIR or any of its employees for participating in the preparation of the Contract;
  - v) under Section 2155.004, Texas Government Code, the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;
  - vi) to the best of its knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Successful Respondent, which if determined adversely to Successful Respondent, will have a material adverse effect on the ability to fulfill its obligations under the Contract;
  - vii) Successful Respondent and its principals are not suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration, nor is Successful Respondent subject to any Federal Executive Orders issued banning certain entities or countries.
  - viii) as of the Effective Date, it is not listed in any of the Divestment Statute Lists published on the Texas State Comptroller's website (<https://comptroller.texas.gov/purchasing/publications/divestment.php>);
  - ix) in the performance of the Contract, Successful Respondent shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Section 2155.4441, Texas Government Code;

- x) all equipment and materials to be used in fulfilling the requirements of the Contract are of high-quality and consistent with or better than applicable industry standards, if any. All works and services performed pursuant to the Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;
- xi) to the extent Successful Respondent owes any debt including, but not limited to, delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts Successful Respondent is otherwise owed under the Contract may be applied toward any debt Successful Respondent owes the State of Texas until the debt is paid in full;
- xii) it is in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;
- xiii) the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that Successful Respondent will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify Successful Respondent shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;
- xiv) under Section 2155.006 and Section 2261.053, Texas Government Code, it is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;
- xv) it has complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, Successful Respondent acknowledges the applicability of Section 2155.444 and Section 2155.4441, Texas Government Code, in fulfilling the terms of the Contract;
- xvi) Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Section 556.005 or Section 556.008, Texas Government Code;
- xvii) in accordance with Section 2271.002, Texas Government Code, by signature hereon, Successful Respondent does not boycott Israel and will not boycott Israel during the term of the Contract;
- xviii) in accordance with Section 2155.0061, Texas Government Code, the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;
- xix) in accordance with Section 2252.152, Texas Government Code, it is not identified on a list prepared and maintained under Section 2270.0201 (previously 806.051) or Section 2252.153, Texas Government Code;
- xx) if Successful Respondent is required to make a verification pursuant to Section 2274.002, Texas Government Code, Successful Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of the Contract;
- xxi) if Successful Respondent is required to make a verification pursuant to Section 2274.002, Texas Government Code, Successful Respondent verifies that it (A) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (B) will not discriminate during the term of the contract against a firearm entity or firearm trade association;

- xxii) under Section 161.0085, Texas Health and Safety Code, Successful Respondent is not ineligible to receive the Contract;
  - xxiii) if Successful Respondent is required to make a certification pursuant to Section 2274.0101, Texas Government Code, (A) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Respondent is not held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; (B) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Successful Respondent is not held or controlled by a company or other entity, including a 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 country designated by the Governor as a threat to critical infrastructure; and (C) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not headquartered in China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure;
  - xxiv) if the services to be provided under a Purchase Order include cloud computing services, Successful Respondent shall comply with the requirements of the Texas Risk and Authorization Management Program (“TX-RAMP”), as provided by 1 TAC §§ 202.27 and 202.77, and the TX-RAMP Program Manual (“Program Manual”). Successful Respondent shall maintain program compliance and certification throughout the term of such Purchase Order, including providing all quarterly and ongoing documentation required by the Program Manual and any other continuous monitoring documentation or artifacts required by the Customer issuing such Purchase Order. Upon request from DIR or the Customer issuing such Purchase Order, Successful Respondent shall provide all documents and information necessary to demonstrate Successful Respondent’s compliance with TX-RAMP; and
  - xxv) all information provided by Successful Respondent is current, accurate, and complete.
- C. During the term of the Contract, Successful Respondent shall promptly disclose to DIR all changes that occur to the foregoing certifications, representations, and warranties. Successful Respondent covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations, and warranties and any changes thereto.
- D. In addition, Successful Respondent understands and agrees that if Successful Respondent responds to certain Customer pricing requests, then, in order to contract with the Customer, Successful Respondent may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

## 10.5 Ability to Conduct Business in Texas

Successful Respondent shall be authorized and validly existing under the laws of its state of organization and shall be authorized to do business in the State of Texas in accordance with Texas Business Organization Code, Title 1, Chapter 9. Upon request by DIR, Successful Respondent shall provide all

documents and other information necessary to establish Successful Respondent's authorization to do business in the State of Texas and the validity of Successful Respondent's existence under the laws of its state of organization.

#### **10.6 Equal Opportunity Compliance**

Successful Respondent agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State of Texas in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, Successful Respondent agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Successful Respondent under the Contract. If Successful Respondent is found to be not in compliance with these requirements during the term of the Contract, Successful Respondent agrees to take appropriate steps to correct these deficiencies. Upon request, Successful Respondent will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

#### **10.7 Use of Subcontractors**

If Successful Respondent uses any subcontractors in the performance of the Contract, Successful Respondent must make a good faith effort in the submission of its HUB Subcontracting Plan (HSP) in accordance with the State's Policy on Utilization of Historically Underutilized Businesses (HUB). A revised HSP approved by DIR's HUB Office shall be required before Successful Respondent can engage additional subcontractors in the performance of the Contract. A revised HSP approved by DIR's HUB Office shall be required before Successful Respondent can remove subcontractors currently engaged in the performance of the Contract. Successful Respondent shall remain solely responsible for the performance of its obligations under the Contract.

#### **10.8 Responsibility for Actions**

- A. Successful Respondent is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Successful Respondent nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.
- B. Successful Respondent, for itself and on behalf of its subcontractors, shall report to the DIR Contract Manager within five (5) business days any change to the information contained in the Certification Statement of **Exhibit A** of the RFO or Section [10.4, Successful Respondent Certifications](#) of this Appendix A to the Contract. Successful Respondent covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose employment of current or former State employees and their relatives and/or the status of conflicts of interest.

#### **10.9 Confidentiality**

- A. Successful Respondent acknowledges that DIR and Customers that are governmental bodies as defined by Section 552.003, Texas Government Code, are subject to the Texas Public Information Act. Successful Respondent also acknowledges that DIR and Customers that are state agencies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

- B. Under the terms of the Contract, DIR may provide Successful Respondent with information related to Customers. Successful Respondent shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

#### **10.10 Security of Premises, Equipment, Data and Personnel**

- A. Successful Respondent or Third-Party Providers may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, information, files, and materials belonging to a Customer. Successful Respondent and Third-Party Providers shall preserve the safety, security, and the integrity of such personnel, premises, equipment, and other property, including data, information, files, and materials belonging to Customer, in accordance with the instruction of Customer and to the degree in which Successful Respondent or such Third-Party Provider protects its own information. Successful Respondent shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by Successful Respondent or a Third-Party Provider. If Successful Respondent or Third-Party Provider fails to comply with Customer's security requirements, then Customer may immediately terminate the Purchase Order and related Service Agreement.
- B. If a Purchase Order is subject to Section 2054.138, Texas Government Code, Successful Respondent shall meet the security controls required by such Purchase Order, and shall periodically provide to the Customer evidence that Successful Respondent meets such required security controls.

#### **10.11 Background and/or Criminal History Investigation**

Prior to commencement of any services, background and/or criminal history investigation of Successful Respondent's employees and Third-Party Providers who will be providing services to the Customer under the Contract may be performed by the Customer or the Customer may require that Successful Respondent conduct such background checks. Should any employee or Third-Party Provider of Successful Respondent who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or Third-Party Provider in question.

#### **10.12 Limitation of Liability**

- A. For any claim or cause of action arising under or related to the Contract, to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages.
- B. Successful Respondent and a Customer may include in a Purchase Order a term limiting Successful Respondent's liability for damages in any claim or cause of action arising under or related to such Purchase Order; provided that any such term may not limit Successful Respondent's liability below two-times the total value of the Purchase Order. Such value includes all amounts paid and amounts to be paid over the life of the Purchase Order to Successful Respondent by such Customer as described in the Purchase Order.
- C. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Successful Respondent's liability contained herein or in a Purchase Order shall not apply to: claims of bodily

injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under the Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

#### **10.13 Overcharges**

Successful Respondent hereby assigns to DIR any and all of its claims for overcharges associated with the Contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

#### **10.14 Prohibited Conduct**

Successful Respondent represents and warrants that, to the best of its knowledge as of the date of this certification, neither Successful Respondent nor any subcontractor, firm, corporation, partnership, or institution represented by Successful Respondent, nor anyone acting for Successful Respondent or such subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the RFO directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

#### **10.15 Required Insurance Coverage**

- A. As a condition of the Contract, Successful Respondent shall provide the listed insurance coverage within five (5) business days of execution of the Contract if Successful Respondent is awarded services which require that Successful Respondent's employees perform work at any Customer premises or use vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, Successful Respondent shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to such Customer within five (5) business days following the execution of the Purchase Order. Successful Respondent may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. If Successful Respondent's services under the Contract will not require Successful Respondent to perform work on Customer premises, or to use vehicles (whether owned or otherwise) to conduct work on behalf of Customers, Successful Respondent may certify to the foregoing facts, and agree to provide notice and the required insurance if the foregoing facts change. The certification and agreement must be provided by executing the Certification of Off-Premise Customer Services in the form provided by DIR, which shall serve to meet the insurance requirements.
- B. All required insurance must be issued by companies that have an A rating and a minimum Financial Size Category Class of VII from AM Best, and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be named as additional insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Successful Respondent thereunder. The minimum acceptable insurance provisions are as follows:

### 10.15.1 Commercial General Liability

Commercial General Liability must include \$1,000,000.00 per occurrence for Bodily Injury and Property Damage with a separate aggregate limit of \$2,000,000.00; Medical Expenses per person of \$5,000.00; Personal Injury and Advertising Liability of \$1,000,000.00; Products/Completed Operations aggregate Limit of \$2,000,000.00 and Damage to Premises Rented: \$50,000.00. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

- A. Blanket contractual liability coverage for liability assumed under the Contract;
- B. Independent Contractor coverage;
- C. State of Texas, DIR, and Customer listed as an additional insured; and
- D. Waiver of Subrogation.

### 10.15.2 Workers' Compensation Insurance

Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Title 5, Subtitle A, Texas Labor Code) and minimum policy limits for Employers' Liability of \$1,000,000 per accident, \$1,000,000 disease PER EMPLOYEE and \$1,000,000 per disease POLICY LIMIT.

### 10.15.3 Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned, and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

- A. Waiver of subrogation;
- B. Additional insured.

### 10.16 Use of State Property

Successful Respondent is prohibited from using a Customer's equipment, location, or any other resources of a Customer, DIR, or the State of Texas for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State of Texas long distance services. Any charges incurred by Successful Respondent using a Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Successful Respondent to such Customer immediately upon demand by such Customer. Such use shall constitute breach of contract and may result in termination of the Contract, the Purchase Order, and other remedies available to DIR and Customer under the Contract and applicable law.

### 10.17 Immigration

- A. Successful Respondent shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under the Contract.
- B. Pursuant to Chapter 673, Texas Government Code, Successful Respondent shall, as a condition of the Contract, also comply with the United States Department of Homeland Security's E-Verify system to determine the eligibility of:

- i) all persons 1) to whom the E-Verify system applies, and 2) who are hired by Successful Respondent during the term of the Contract to perform duties within Texas; and
  - ii) all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of the Contract and assigned by the subcontractor to perform work pursuant to the Contract.
- C. Successful Respondent shall require its subcontractors to comply with the requirements of this Section and Successful Respondent is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Successful Respondent and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

#### **10.18 Public Disclosure**

No public disclosures or news releases pertaining to the Contract shall be made by Successful Respondent without prior written approval of DIR.

#### **10.19 Product and/or Services Substitutions**

Substitutions are not permitted without the prior written consent of DIR or Customer.

#### **10.20 Secure Erasure of Hard Disk Managed Services Products and/or Services**

Successful Respondent agrees that all managed service products and/or services equipped with hard disk drives (e.g., computers, telephones, printers, fax machines, scanners, multifunction devices) shall have the capability to securely erase, destroy, or render unreadable data written to the hard drive prior to final disposition of such managed service products and/or services, either at the end of the managed service product and/or services' useful life or at the end of the Customer's managed service product and/or services' useful life or the end of the related Purchase Order for such products and/or services, in accordance with 1 TAC 202 or NIST 800-88.

#### **10.21 Deceptive Trade Practices; Unfair Business Practices**

- A. Successful Respondent represents and warrants that neither Successful Respondent nor any of its subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.
- B. Successful Respondent certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

#### **10.22 Drug Free Workplace Policy**

Successful Respondent shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 C.F.R. Part 280, Subpart F182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

### 10.23 Public Information

- A. Pursuant to Section 2252.907, Texas Government Code, Successful Respondent is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
- B. Each State government entity should supplement the provision set forth in Section A, above, with the additional terms agreed upon by the parties regarding the specific format by which Successful Respondent is required to make the information accessible by the public.
- C. Successful Respondent represents and warrants that it will comply with the requirements of Section 552.372(a), Texas Government Code, where applicable. Except as provided by Section 552.374(c), Texas Government Code, the requirements of Subsection J, Chapter 552, Texas Government Code, may apply to the Contract or certain Purchase Orders, and Successful Respondent agrees that the Contract or such Purchase Orders can be terminated if Successful Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

### 10.24 Successful Respondent Reporting Requirements

Successful Respondent shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109, requiring computer technicians to report images of child pornography.

### 10.25 Cybersecurity Training

In accordance with Section 2054.5192, Texas Government Code, for any contract with a state agency or institution of higher education, if Successful Respondent, or a subcontractor, officer, or employee of Successful Respondent, will have access to a state computer system or database, then Successful Respondent shall ensure that such officer, employee, or subcontractor shall complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, as selected by Customer state agency or institution of higher education. The cybersecurity training program must be completed by such officer, employee, or subcontractor during the term of the Contract and during any renewal period. Successful Respondent shall verify to the Customer state agency or institution of higher education completion of the program by each such officer, employee, or subcontractor.

## 11 CONTRACT ENFORCEMENT

### 11.1 Enforcement of Contract and Dispute Resolution

- A. Successful Respondent and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, (iii) except as provided in Sec. 2251.051 Texas Government Code, Successful Respondent shall continue performance while the dispute is being resolved, and (iv) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.
- B. Disputes arising between a Customer and Successful Respondent shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with the above. DIR shall not be a party to any such dispute unless DIR, Customer, and Successful Respondent agree in writing.

- C. State agencies are required by rule (34 TAC §20.108(b)) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over \$25,000.00.

## 11.2 Termination

### 11.2.1 Termination for Non-Appropriation

#### 11.2.1.1 Termination for Non-Appropriation by Customer

Customers may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Successful Respondent will be provided ten (10) calendar days written notice of intent to terminate. In the event of such termination, Customer will not be in default or breach under the Purchase Order or the Contract, nor shall it be liable for any further payments ordinarily due under the Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

#### 11.2.1.2 Termination for Non-Appropriation by DIR

DIR may terminate the Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Successful Respondent will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be in default or breach under the Contract, nor shall it be liable for any further payments ordinarily due under the Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

### 11.2.2 Absolute Right

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Successful Respondent becomes listed on the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Successful Respondent becomes suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration; or (iii) Successful Respondent is found by DIR to be ineligible to hold the Contract under Subsection (b) of Section 2155.006, Texas Government Code. Successful Respondent shall be provided written notice in accordance with Section 14.1, Notices, of intent to terminate.

### 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.

## 11.2.4 Termination for Cause

### 11.2.4.1 Contract

Either DIR or Successful Respondent may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, certification, representation, warranty, or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

### 11.2.4.2 Purchase Order

Customer or Successful Respondent may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Successful Respondent fails to comply with confidentiality, privacy, security requirements, environmental, or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

## 11.2.5 Immediate Termination or Suspension

DIR may immediately suspend or terminate the Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Successful Respondent (whether or not such potential violations directly impact the provision of goods or services under the Contract). In such case, Successful Respondent may be held ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to Successful Respondent within five (5) business days after the suspension or termination. Successful Respondent may provide a response and request an opportunity to present its position. DIR or Customer will review Successful Respondent's presentation but is under no obligation to provide formal response.

#### 11.2.6 Customer Rights Under Termination

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and any Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract in accordance with Section [4.5](#).

#### 11.2.7 Successful Respondent Rights Under Termination

In the event a Purchase Order expires or is terminated, a Customer shall pay all amounts due for products or services ordered prior to the effective expiration or termination date and ultimately accepted.

### 11.3 Force Majeure

DIR, Customer, or Successful Respondent may be excused from performance under the Contract or a Purchase Order for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order (each such event, an “Event of Force Majeure”), provided that the party experiencing such Event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party’s control to ensure performance and to shorten the duration or impact of the Event of Force Majeure. The party suffering an Event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this Section, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by such Customer that Successful Respondent will not be able to deliver services in a timely manner to meet the business needs of such Customer.

## 12 NON-SOLICITATION OF STATE EMPLOYEES

Successful Respondent shall not solicit, directly or indirectly, any employee of DIR who is associated with the Contract for a period of ninety (90) calendar days following the expiration or termination of the Contract. Further, Successful Respondent shall not solicit, directly or indirectly, any employee of a Customer who is associated with a Purchase Order for a period of ninety (90) calendar days following the expiration or termination of such Purchase Order.

## 13 WARRANTY

Customers may provide written notice to Successful Respondent of errors, inaccuracies, or other deficiencies in products or services provided by Successful Respondent under a Purchase Order within thirty (30) calendar days or receipt of an invoice for such products or services. Successful Respondent shall correct such error, inaccuracy, or other deficiency at no additional cost to Customer.

## **14 NOTIFICATION**

### **14.1 Notices**

All notices, demands, designations, certificates, requests, offers, consents, approvals, and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three (3) business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in the Contract or to such other address as such party shall have notified the other party in writing.

### **14.2 Handling of Written Complaints**

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office  
Department of Information Resources  
Attn: Public Information Officer  
300 W. 15th Street, Suite 1300  
Austin, Texas 78701  
(512) 475-4759, facsimile

## **15 CAPTIONS**

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

**<END OF APPENDIX A>**



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*8.**

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Consideration of authorization of the Functional Implementation Statement of Work and Statement of Work Payment Implementation Process with PaymentWorks submitted by the Interim Purchasing Agent

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Veronica Van Horn	Approve	8/15/25 2:53 pm
2	Dianna Martinez	Approve	8/19/25 4:40 pm

## Functional Implementation Statement of Work 08.05.2025



# PaymentWorks

PaymentWorks Implementation services are outlined here in the Implementation Statement of Work (SOW) and includes the process of provisioning, configuring, certification, and testing the PaymentWorks platform.

Implementation services include up to 75 hours. If the County of Galveston requests additional service hours (beyond the initial 75 hours), they may be purchased at a rate of \$200/hour for a minimum of 10 hours and are subject to resource availability.

If the County of Galveston wishes to reschedule the target-start date for Implementation Services and notifies PaymentWorks at least two weeks in advance of the kick-off (as presented in the project plan), the parties will mutually agree upon a rescheduled start date, subject to the availability of PaymentWorks' resources. A Rescheduling Fee of \$5,000 will be charged.

Approval of this SOW indicates an understanding of the purpose and content described. By signing, approvers agree work should be initiated on this project and necessary resources will be committed as described herein.

Approver Name	Title	Signature	Date

## I. Project Background

- A. To address the rising threats of fraud, such as data breaches, vendor impersonation, phishing, and email compromise, as well as the difficulties in verifying vendor information, the County of Galveston has partnered with PaymentWorks to help address these challenges. PaymentWorks is a digital onboarding platform for secure, compliant, and optimized business payments. Our platform is vendor driven, automates 3rd party checks, and creates a system of record of your compliance documents. With a single, controlled entry for vendor master file information, fraud protection, and an auditable workflow, you can rest assured that your inputs are true and correct.

## II. Project Objectives

- A. Secure and streamline the intake of vendors' sensitive data and minimize exposure to this information
- B. Provide ongoing security of vendors' sensitive data
- C. Mitigate financial risk to the County of Galveston related to

# PaymentWorks

- potential fraud
- D. Automate the verification and validation of vendor information such as Tax IDs, bank account information, addresses and sanction monitoring.

## III. Project Timeline and Deliverables

	Estimated Customer Hours	Prep 1	Prep 2	Prep 3	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10
Introduction	1													
Implementation Statement of Work and Project Pre-Work Review	1													
Environment Configuration <ul style="list-style-type: none"> <li>• <a href="#">Technical Requirements</a></li> <li>• Invoice Status File (12-15 hrs)</li> <li>• Supplier File (8-12 hrs)</li> <li>• SSO (3-5 hrs)</li> <li>• SFTP (4 hrs)</li> <li>• Questionnaires (Payments, SSO and SFTP)</li> </ul>	37													
Kick Off	1													
Self Directed Certification & Functional Testing	30													
Move to Production	33													
Live Platform	3													
Hypercare	2													
		Key												
		PW/Customer								Customer				

*Customer functional implementation estimated hours: 108 hours over 10 weeks*

## IV. Project Scope

### A. In Scope

1. **Preparatory:** the County of Galveston will be responsible for completing the below preliminary tasks, prior to project kick off. If the County of Galveston fails to do so, PaymentWorks reserves the

# PaymentWorks

right to reschedule the target-start date subject to the availability of PaymentWorks' resources.

- a) Submit Questionnaires
    - (1) [Payments](#)  
(Payments will be managed as a separate project. Further details on the timeline and next steps will be shared separately.)
    - (2) [SSO](#)
    - (3) [SFTP](#)
  - b) Review [Technical Requirements Video](#)
  - c) File Preparation
    - (1) [Supplier File](#): Initial File (Sandbox) & Final File (Production)
    - (2) [Invoice File](#): Initial File (Sandbox) & Final File (Production)
  - d) Configure [SSO](#) and [SFTP](#) (Sandbox)
2. **Functional Go Live:** the County of Galveston and PaymentWorks will collaborate over an 8-10 week period to implement the PaymentWorks system. Once the system is live, the County of Galveston will start inviting vendors to register with PaymentWorks and manually input vendor information collected by PaymentWorks into their ERP system. Before sending invitations, the the County of Galveston Administrator must complete the go-live checklist provided by the PaymentWorks Project Manager.
  3. **Hypercare:** PaymentWorks will provide additional support for two weeks post go live. the County of Galveston is expected to begin inviting vendors to register to PaymentWorks throughout this phase.
  4. **Optimization:** Enables the County of Galveston to adapt to the new system and refine roles, permissions, and approval processes before automation between PaymentWorks and the ERP is implemented. Optimization begins after the functional go-live and typically lasts 2-4 months. During this period, the County of Galveston will manually enter vendor information collected by PaymentWorks into the ERP, allowing for easy adjustments as needed.
  5. **Vendor Onboarding Best Practices**

## B. Out of Scope

# PaymentWorks

1. Anything not included within this SOW or your contract is considered out of scope. This includes but is not limited to:
  - a) **Automated Integration** - Implementing and using PaymentWorks prior to integrating with your ERP is recommended to ensure the benefits of automation, security and compliance are in place as quickly as possible, with minimal IT resource involvement. If/when the customer chooses to automate the ERP integration PaymentWorks will provide integration documentation at no cost so the County of Galveston can manage the PaymentWorks/ ERP Integration in-house with the customers' own IT resource or their preferred partner. The coding or customization of any middleware or ERP import functionality is the Customer's or Partner's responsibility.
  - b) Vendor file cleanup
  - c) Technical / process change management and controls
  - d) Program Governance / Operating model & process
  - e) Performance, Operational, and Technology Assessments
  - f) Design Phase / Configuration
  - g) Procurement Best Practices
  - h) Communication / Change Management plans
  - i) Curriculum development / tailored training
  - j) PW Integration advisory
  - k) Excel support when formatting supplier, invoice, PIF files
  - l) System Enhancements
  - m) On-site or in person training
  - n) Re-Training post certification
  - o) Custom material development
  - p) Additional Attributes beyond PW provided upon implementation

## V. Project Responsibilities

### A. PaymentWorks Responsibility

1. PaymentWorks will assign the County of Galveston a Functional Project Manager to act as the Subject Matter Expert and primary point of contact throughout the project.
  - a) The Project Manager will coordinate and lead one hour weekly project meetings, via Zoom to ensure deliverables are

# PaymentWorks

being accomplished according to the agreed upon project timeline.

2. PaymentWorks will provide the County of Galveston access to PaymentWorks Project Management Tool to communicate with the County of Galveston throughout the project.
3. PaymentWorks will enroll up to 6 participants in the PaymentWorks Academy and monitor participant progress throughout the certification and testing timeframe.
4. PaymentWorks will provide the County of Galveston supporting documentation throughout the project to assist the County of Galveston with the development of internal training materials, communications, and payee adoption best practices.

## B. PaymentWorks Team

Name	Title	Email
Ashley Watson	VP of Customer Experience	ashley.watson@paymentworks.com
Janet Green	Manager of Implementation Services	janet.green@paymentworks.com
TBD	PaymentWorks Customer Success Manager	TBD
TBD	PaymentWorks Project Manager	TBD
TBD	PaymentWorks Technical Account Manager	TBD

## C. Customer Responsibility

1. the County of Galveston to supply the following resources:
  - a) A Project Manager that understands the departmental processes and can serve as a subject matter expert as well as assign tasks to ensure adherence to the committed timeline
  - b) IT resource who will be available to coordinate configuration of SSO and SFTP

# PaymentWorks

- c) Supplier and invoice file resource, often times an IT or business user
  - d) Administrator user who will be responsible for administering PaymentWorks to internal users, completing configuration tasks and ongoing maintenance.
  - e) Trainer who will be responsible for training all other users at your organization
  - f) Certification participants and platform testers
2. the County of Galveston to register and communicate with PaymentWorks via Monday.com

## D. Customer Team

Name	Title	Email	Project Role

## VI. Platform Overview

The PaymentWorks Platform includes the following attributes:	
Business Legal Name* (shown only for entities) Business Name or DBA (shown only for entities) Legal First Name* (shown only for individuals) Legal Last Name* (shown only for individuals) Your Full Name or DBA (shown for only individuals) Main Telephone* Preferred Email* URL D-U-N-S or UEI Tax Country W9/W8 Tax Classification TIN	1099 Status Information Non US Tax Information for Individuals (Visa Type, Type of Visit etc.) Commodity/NAICS Codes Purchase Order Delivery and Term Acceptance Insurance Accounts Receivable Contact Information Sales Contact Information Diversity (Federal and State) Conflict of Interest Payment Method

# PaymentWorks

TIN Type Primary Address Remittance Address Bank Name Name on Account Account Number Account Type Bank Address SWIFT Code (if applicable) Bank Account Validation Email Address for Payment Notification Bank Authorization	
*required to be provided by vendor	

The above attributes represent industry-agnostic best practices for vendor identity and payment.

Any additional attributes requested by the the County of Galveston that are not listed above must be submitted as an enhancement request via the PaymentWorks Aha! Ideas Portal. These requests will be reviewed by the product team and are considered beyond the current scope.

<a href="#">Self-Service configuration features include:</a>	
Approval Workflow	Appropriate reviewers (AP, HR, compliance, for example) can approve vendor data before it is added to the ERP
Payment Method & Term Configuration	Allows customers to configure their payment method and term preferences, display conditions, and descriptions.
Roles and Permissions	Pre-configured Roles: <ul style="list-style-type: none"> <li>• Initiator (Required)</li> <li>• Vendor Approver (Required)</li> <li>• Procurement</li> <li>• System Administrator (Required)</li> <li>• Payments Approver (Required)</li> </ul>
Company Information and Logo	Include organization branding in app and on invitation email

Additional PaymentWorks functionality available:	
Early Pay	Benefit from the time value of money while being able to pay vendors early and earn a rebate

## VII. **Certification and Testing**

### A. Certification

1. During your implementation, users will be enrolled in the PaymentWorks Academy to complete a platform certification. The certification is a fully self-led learning through our online learning platform, the PaymentWorks Academy. PaymentWorks employs a “train-the-trainer” method of education and the certification is designed to educate the core users who have been enrolled.

#### a) **Certification Prerequisites**

- (1) SSO Configuration is required to be in place prior to the project kick off and enrollment into the PaymentWorks Academy.
- (2) the County of Galveston must provide a list of certification participants. A maximum of six users will be able to access the Academy.

#### b) **Certification Requirements**

- (1) Certification participants must have access to an Internet Browser, Zoom and Microsoft Excel.
- (2) Certification participants must complete all requirements for certification as indicated by the PaymentWorks Academy within the designated time frame based on the project plan.
- (3) A minimum of one user must certify as a PaymentWorks Administrator.
- (4) A minimum of two users must certify as a PaymentWorks Vendor Approver.

#### c) **Certification Support**

# PaymentWorks

- (1) PaymentWorks Project Manager will assist with any questions or issues during the weekly project meetings.
- (2) PaymentWorks will provide additional supporting training and testing documentation via Monday.com.
- (3) PaymentWorks will provide recommended testing scenarios to assist with user acceptance testing.

## **VIII. System Administrator Requirements**

- A. PaymentWorks configuration includes a default set of roles that are generally common across all PaymentWorks customers. The System Administrator role is the highest of these roles which enables most of the permissions within PaymentWorks. It is recommended a small number of account users are assigned to this role. Administrators are responsible for the following:
  1. [Updating Company Information and Logo](#)
    - a) Company logo appears in various places throughout the onboarding process (invitations, emails, and invoices)
    - b) Company address needs to be provided
  2. [Managing Roles and Permissions](#)
  3. Uploading Supplier and Invoice Files
    - a) Selecting Invoice File Processing Configuration
  4. [Configuring Vendor Registration Payment Method and Terms](#)
  5. [Sanctions and Watchlist Configuration](#)

## **IX. Launching PaymentWorks Internally**

- A. A key factor in successfully implementing PaymentWorks is deciding how it will be introduced within your organization. While PaymentWorks offers resources and best practices to support this process, the responsibility for developing the launch plan ultimately lies with the customer.
- B. The following resources will be provided during your project:
  1. Initiator Training Resources (Email Template, [Handbook](#), Training Presentation & [Video](#))
  2. [Notification Template for Vendors](#)
  3. [Payee Job Aid Template](#)
  4. [Supplier Communication and Best Practices](#)
  5. [Conversion of Payees to PaymentWorks](#)
- C. Customers should consider the following for end users and payees:

# PaymentWorks

1. Decide whether PaymentWorks will be launched centrally or decentralized within your organization
2. Develop a rollout plan
3. Create internal training materials and schedule training sessions
4. Develop a comprehensive communication strategy and materials for internal stakeholders and vendors. This includes notifying both internal and external users about the transition to PaymentWorks, outlining onboarding requirements, and providing follow-up communications to ensure Payee action.
5. Plan and strategize how to send payee invitations (e.g., new or existing payees, high-spend vendors, or those you work with most frequently)

## **X. Post Implementation**

- A. PaymentWorks Customer Support is available Monday through Friday, 8 am to 8 pm EST, excluding holidays. The Customer Support team can be contacted by filling out a form and will respond to inquiries within 12 business hours. The Customer Support team, paired with the Knowledge Base, helps customers and payees with inquiries on how to use the platform or issues incurred on the platform. Below are links to help with interactions with the PaymentWorks Customer Support team.
  1. [How to Contact Support](#)
  2. [Accessing Knowledge Base](#)
  3. [Service Level Agreement \(SLA\)](#)
  4. [Platform Monitoring Status Page](#)
  5. [Should I Contact PW Support or My Customer?](#)
- B. The PaymentWorks Customer Success team serves as a strategic partner to ensure you maximize the value of our platform. Customer Success Managers will work closely with you to:
  1. Manage Stakeholder Relationships – Facilitate collaboration across key teams to drive alignment and engagement.
  2. Develop a Success Plan – Strategize on achieving your defined objectives and milestones.
  3. Monitor Usage & Adoption – Track customer benchmarks and ensure optimal platform utilization.
  4. Identify Best Practices – Provide recommendations for internal process improvements and payee success.
  5. Drive Goal Achievement – Align initiatives with your business goals to ensure long-term success.

## **Statement of Work**

### **Payment Implementation Process**



Prepared For: Galveston County, TX

Prepared By: PaymentWorks

Date: 08.05.2025

## 1. Introduction

This Statement of Work (SOW) outlines the tasks, deliverables, and responsibilities that guide the implementation of the PaymentWorks Payments solution to facilitate payment processing for the County of Galveston. This implementation enables the seamless transmission of domestic ACH files in NACHA or ISO 20022 format to the bank.

Upon completion of the implementation, the County of Galveston is eligible for indemnification. For all transactions meeting the below specified criteria, PaymentWorks provides B2B Fraud Indemnification. The coverage amount varies based on the County of Galveston's contract with PaymentWorks. Please refer to the corresponding documentation for specific details regarding indemnification coverage amounts.

### The criteria will include:

- The vendor bank account is collected through the PaymentWorks platform and fully approved and connected by both the County of Galveston and PaymentWorks. In the event of a bank update, the update must be fully approved by both the County of Galveston and PaymentWorks.
- Your organization will send PaymentWorks the Payment Instruction File for domestic ACH payments.
- The transaction is approved by PaymentWorks and your organization.

## 2. Payment Implementation Objectives

- **Establish Reliable Connectivity**  
Set up and verify secure, compliant connectivity between the County of Galveston, PaymentWorks, and the bank, including SFTP configurations or alternative agreed-upon file transfer protocols.
- **Support and Execute Rigorous Testing**  
Conduct comprehensive testing to validate all aspects of the implementation, including payment file formats, bank connectivity, tokenization, and other critical payment processes.
- **Prepare for a Seamless Transition to Production**  
Provide guidance and oversight during the transition to production, including successful live payment file transmission and resolution of any issues during the hypercare phase.
- **Mitigate Risk Through Fraud Indemnification**  
Establish processes to ensure the County of Galveston qualifies for B2B Fraud Indemnification for transactions meeting above specified criteria.

# PaymentWorks

- **Deliver Onboarding and Knowledge Transfer**

Equip the County of Galveston's team with the tools, training, and resources needed to independently manage payment processes following implementation.

## 3. Scope of Work

### 3.1 Payment Implementation Prerequisites

- **Payments Questionnaire:** the County of Galveston must complete the Payments Questionnaire provided by PaymentWorks and provide a sample of their ACH file. The ACH File must be in NACHA or ISO 20022 format.
- **Payer SSO Setup:** the County of Galveston must complete the Single Sign-On (SSO) configuration.
- **Sandbox Delivery:** the County of Galveston must receive access to their sandbox.

### 3.2 Payment Implementation Process

#### Phase 1: Planning and Preparation

- Conduct a 1-hour call to review the Payment Implementation SOW, Payments Questionnaire, and sample NACHA or ISO 20022 file.
- Schedule a kickoff meeting with the County of Galveston and their bank(s) to discuss payment file transmission requirements.
- Configure SFTP with your technical account manager (if applicable) and set up file encryption if desired.

#### Phase 2: Establish Connectivity With Your Bank Partner

- PaymentWorks will collaborate with your bank to establish SFTP connectivity in both sandbox and production environments. Should SFTP connectivity be unavailable with your bank, PaymentWorks will work closely with the bank to explore alternative solutions. However, please note that, in accordance with your Master Service Agreement, an additional annual fee may apply for such alternatives. For further information, please consult your Master Service Agreement.
- PaymentWorks' preferred protocol for SFTP transfers is **SSH Authentication with PGP Encryption**. PaymentWorks will manage the key exchange process directly with your bank to ensure secure and seamless connectivity.

#### Phase 3: ERP File Configuration

# PaymentWorks

- The bank will provide file specifications and required data elements for inclusion in your NACHA or ISO 20022 file.
- the County of Galveston will update their ERP to meet the bank's file specifications.
- Files generated from the County of Galveston's ERP will adhere to NACHA or ISO 20022 standards.
- Necessary changes to data elements will be made by the County of Galveston as required by the bank.
- Banking information or PaymentWorks' bank account tokens will be stored in the the County of Galveston ERP to produce compliant files.

## Phase 4: Testing

- **Bank Connectivity Testing**
  - Verify successful connection between the County of Galveston, PaymentWorks, and the bank.
- **Payment File Format Testing**
  - the County of Galveston will transfer a test file to PaymentWorks via SFTP or the PaymentWorks platform. PaymentWorks will then transmit the file to the bank for validation.
- **Payment Notification Testing**
  - Verify that payment notifications are accurately triggered and delivered as intended.
- **Payment Rejection Testing**
  - Simulate and confirm proper handling of Paymentworks rejected payments.
- **Payment File Approval Flow Testing**
  - Ensure the approval flow for payment files operates seamlessly within the PaymentWorks platform and meets the County of Galveston's needs.
- **Tokenization Testing (if applicable)**
  - Ensure proper tokenization processes are in place and functioning as expected.
- **Response File Transmission Testing (if applicable)**
  - Validate the successful transmission of response files between the bank, PaymentWorks, and the County of Galveston.
- **File Encryption Testing (if applicable)**
  - Confirm that encryption protocols are properly configured and operational.

## Phase 5: Move to Production

- the County of Galveston will provide sign-off to their bank for the move to production.
- PaymentWorks will confirm payment approval flows and notification requirements.
- A backfill tokenization report will be provided by PaymentWorks, and the County of Galveston will confirm tokens are loaded into their ERP (if applicable).

# PaymentWorks

- PaymentWorks will provide a demo of the Payer UI and an overview of payments indemnification and payee bank account validation process.
- the County of Galveston will inform PaymentWorks and the bank of the date for their first low-dollar file (e.g., a \$1 file) in production.

## **Phase 6: Go-Live**

- Connectivity will be finalized, and successful transmission of live payment files will be confirmed.
- PaymentWorks will provide ongoing support for two weeks following the go-live date. During this period, the Payments Project Manager will be available via email and will continue the weekly meeting cadence if needed to ensure a smooth transition.

## **Phase 7: Hypercare**

- PaymentWorks will provide enhanced support for two weeks following the go-live date to ensure seamless payment processing. During this period, the Payment Project Manager will be readily available to address any questions or concerns related to payment file processing, either via email or through the continuation of the weekly meeting cadence.

## 4. Timeline

Payment Implementation Timeline and Deliverables				
Phase	Task	Responsible Party	Timeline	Estimated Customer Hours
Prerequisites	Payments Questionnaire Completion and Provide Sample Payment File	the County of Galveston	Prep Weeks 1-2	1
	Payer SSO Setup and Sandbox Delivery	the County of Galveston / PaymentWorks	Prep Weeks 1-2	5* (Part of functional implementation project)
Kickoff	Payments Statement of Work and Payments Questionnaire Review	the County of Galveston / PaymentWorks	Prep Weeks 2-3	1
	Bank Kickoff Call	the County of Galveston / PaymentWorks / the bank	Prep Weeks 2-3	1
Setup	SFTP/Bank Portal Credential Setup	the bank	Weeks 2-4	-
	File Specification and Data Element Gathering	the bank	Weeks 2-4	-
	Sandbox Connectivity Setup	PaymentWorks / the bank	Weeks 2-4	-
	Payment File Updates (If Applicable)	the County of Galveston	Weeks 2-4	1-5
Testing	Test File Upload to PaymentWorks Sandbox	the County of Galveston	Week 5-6	1
	Transmission of Payment File to the Bank	PaymentWorks	Week 5-6	-
	Payment File Format Testing	the bank	Week 5-6	-
	Payment Rejection Testing	the County of Galveston / PaymentWorks	Week 5-6	1
	Tokenization Testing (If Applicable)	the County of Galveston / PaymentWorks	Week 5-6	2
Go-Live Preparation	Production Connectivity	PaymentWorks / the bank	Week 7-8	-
	Final Review & Approval	the County of Galveston / PaymentWorks / the bank	Week 7-8	1
Go-Live	Low Dollar (\$1) Production File Upload to PaymentWorks	the County of Galveston	Week 8	1

# PaymentWorks

	Transmission of Payment File to the Bank	PaymentWorks	Week 8	-
	Regular Production File Upload to PaymentWorks	the County of Galveston	Week 8	1
	Transmission of Payment File to the Bank	PaymentWorks	Week 8	-
Hypercare		PaymentWorks	Weeks 8-10	-

## 5. Responsibilities

### PaymentWorks:

- Provide the Statement of Work (SOW), Payments Questionnaire, and Payments Implementation Guide to ensure clarity and alignment on project objectives.
- Assign a dedicated Payments Project Manager to oversee the implementation process and act as the primary point of contact.
- Schedule and lead a kickoff call involving the County of Galveston, the bank, and the PaymentWorks team to establish project expectations and timelines.
- Organize weekly progress calls to monitor the project's status, address challenges, and maintain alignment among all parties.
- Establish secure connectivity with the the bank and conduct thorough testing to validate the connection.
- Facilitate all necessary testing activities, offering expert guidance on payment file formatting and compliance with NACHA or ISO 20022 standards.
- Deliver a comprehensive demo of the PaymentWorks Payer UI and provide an overview of the payments indemnification and payee bank account validation process to ensure the County of Galveston understands the platform and processes.

### PaymentWorks Team

Name	Title	Email
	Payments Project Manager	
	Functional Project Manager	
	Customer Success Manager	
Kathleen Genova	Director of Payment Operations	Kathleen.Genova@paymentworks.com
Haley Holden	Vice President of Operations	Haley.Holden@paymentworks.com

# PaymentWorks

## the County of Galveston:

- Assign a Project Manager to coordinate efforts with PaymentWorks and the bank.
- Designate an IT resource to manage updates to payment file formats and oversee transmission processes.
- Identify an application tester (Payments Approver) within the PaymentWorks Admin system to validate and approve payment files.
- Accurately complete the Payments Questionnaire and provide any requested details in a timely manner.
- If multiple bank implementations are required, an additional charge may apply per the terms outlined in the Master Service Agreement.
- Share the number of accounts in scope with PaymentWorks and the bank.
- Update ERP configurations to generate payment files compliant with NACHA or ISO 20022 standards, as required by the bank's specifications.
- Generate and upload test files to the PaymentWorks platform for validation and testing.
- Actively participate in all scheduled calls, meetings, and project activities.
- Complete any payment-related PaymentWorks certification courses to ensure proper understanding of the platform and processes.

## the County of Galveston Team

Name	Title	Email	Role

## Bank:

- Provide the necessary credentials to PaymentWorks to establish secure connectivity.
- Supply NACHA or ISO 20022 file specifications to both the County of Galveston and PaymentWorks to ensure proper formatting.
- Share all required data elements that must be included in the NACHA or ISO 20022 files.
- Conduct format testing to validate the payment files and communicate results to the County of Galveston and PaymentWorks.
- Provide the County of Galveston and PaymentWorks with go-live support for the first production file.

## Bank Team

Name	Title	Email	Role


## 6. Assumptions and Constraints

- All necessary information and access will be provided by the County of Galveston and the bank in a timely manner.
- the County of Galveston must be able to store banking information or PaymentWorks tokenized banking information in their ERP to generate a NACHA or ISO 20022 file.
- Delays in file provision, ERP adjustments, or credential setup may impact the payment implementation timeline.

## 7. Acceptance Criteria

- **Secure and Verified Connectivity:** SFTP or other approved protocols have been successfully established and tested between the County of Galveston, PaymentWorks, and the bank.
- **Successful Completion of Testing:** All test files (e.g., NACHA or ISO 20022) have been uploaded, transmitted, and validated without critical errors. Testing includes the following key scenarios:
  - Payment file format validation
  - Bank connectivity tests
  - Tokenization processes (if applicable)
  - Payment rejection and error handling scenarios
  - Encryption and response file transmission
  - Payment file approval flows
  - Notifications and alerts
- **ERP Compliance with Bank Specifications:** the County of Galveston's ERP generates payment files adhering to NACHA or ISO 20022 standards, as defined by the bank's file specifications including tokenized or encrypted banking data is successfully integrated into the ERP, where applicable.
- **Production Readiness Approval:** the County of Galveston has signed off on production readiness following successful testing. The bank has approved the County of Galveston to proceed with live payments.

# PaymentWorks

- **Successful Go-Live and Initial Transactions:** Live payment file transmission is successfully completed for the initial low-dollar (\$1) file. Regular payment files are transmitted and processed without errors.
- **Knowledge Transfer and System Familiarity:** the County of Galveston's team has completed certification on the PaymentWorks platform, including the Payer UI and an overview of payments indemnification and payee bank account validation process overview. the County of Galveston demonstrates the ability to independently generate and transmit compliant payment files.
- **Post-Implementation Support:** Hypercare support is successfully provided for two weeks post-go-live, addressing any questions or concerns. All reported issues during hypercare are resolved or appropriately escalated.

## 8. Out of Scope

- Non-domestic ACH payments, including but not limited to: Wire, Check and International ACH
- Verifying control totals with your bank(s).
- Actioning returns and NOCs that are received from your bank.
- Generating payment files on behalf of the County of Galveston.

## 9. Terms and Conditions

Please refer to the Master Services Agreement between PaymentWorks and the County of Galveston for detailed terms and conditions.

## 10. Signatures

By signing below, both parties agree to the terms outlined in this Statement of Work.

### PaymentWorks

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### the County of Galveston

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*9.**

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Consideration for authorization to utilize a cooperative purchasing agreement in lieu of competitive bidding requirements to procure emergency responder supplies, equipment, and services for law enforcement vehicles through TIPS RFP 240102 with Dana Safety Supply, Inc., submitted by Fleet on behalf of the Interim Purchasing Agent

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Veronica Van Horn	Approve	8/18/25 6:10 pm
2	Dianna Martinez	Approve	8/19/25 5:42 pm



## THE COUNTY OF GALVESTON

VERONICA VAN HORN  
INTERIM PURCHASING AGENT

### COUNTY COURTHOUSE

722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor, Purchasing  
GALVESTON, TEXAS 77550  
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB  
ASST. PURCHASING AGENT

August 29, 2025

Honorable County Judge  
Honorable County Commissioners' Court  
Galveston County Courthouse  
Galveston, Texas 77550

**Re: Request to Utilize Cooperative Purchasing Agreement TIPS RFP 240102  
Emergency Responder Supplies, Equipment, and Services with Dana Safety Supply, Inc.**

Gentlemen:

The Commissioners' Court is respectfully requested to grant authorization for the Purchasing Agent to utilize a state of Texas-approved cooperative purchasing program as referenced in Texas Local Government Code, Section 271.102, Cooperative Purchasing Program. This authorization would allow the procurement of safety equipment, supplies, and services with Dana Safety Supply, Inc., specifically to outfit law enforcement vehicles without adhering to the competitive bidding requirements specified in Chapter 262.023-Competitive Requirements. This authorization is requested until March 31, 2027, through the term of the TIPS RFP 240102 Emergency Responder Supplies, Equipment, and Services agreement with Dana Safety Supply, Inc.

The Purchasing Department has reviewed this request and recommends approval. Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Veronica Van Horn  
Interim Purchasing Agent




## The County of Galveston

Road and Bridge Department  
Seawall Maintenance Department  
Bolivar Peninsula Beach Maintenance  
Fleet Service Department  
Lee Crowder, Road Administrator Office 281-534-4152

Date: August 15, 2025

To: Veronica Van Horn  
Legal Services Coordinator

From: Lee Crowder   
Road Administrator

CC: Erin Quiroga, Assistant Purchasing Agent  
Tammy Dickey, Administrative Assistant

RE: **Request to Utilize Cooperative Purchasing**

The Fleet Department requests to utilize cooperative purchasing in lieu of competitive bidding to procure law enforcement vehicle equipment from Dana Safety Supply. Dana Safety Supply is a cooperative contract vendor that is located 10 miles from the Galveston County Fleet Service Center. Dana Safety Supply has provided equipment for our current Sheriff and Constable fleet, ensuring uniformity and compatibility with existing systems Dana Safety Supply has installed in FY25 vehicles. Approval of the utilization of cooperative purchase with Dana Safety Supply allows the ability to expedite procurement of uniformed equipment and provides the Fleet Department with the support needed to continue meeting the operational needs for all Galveston County law enforcement fleet.

Thank you for your consideration.

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	588105
<b>Customer No.</b>	GALVCO

## Bill To

GALVESTON COUNTY  
 722 Moody Ave Fl 5  
 Galveston, TX 77550

## Ship To

(For Pickup)  
 HITCHCOCK TX WAREHOUSE  
 8315 FM 2004  
 HITCHCOCK, TX 77563

**Contact:** \*\*SEE NOTES\*\*  
**Telephone:** 409-770-5371

**Contact:** KENNY TAYLOR  
**Telephone:** 832-540-9161

**E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.GOV

**E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
07/30/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Kenny Taylor			Kenny Taylor- Hitchcock		CLAYTON POPE		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	N	INFO TIPS USA # 240102 <div>Warehouse: HITC</div>			0.0000	0.00
1	1	N	INFO 2024 CHEVY SILVERADO PPV X1 <div>Warehouse: HITC</div>			0.0000	0.00
1	1	N	INFO GALVESTON COUNTY SHERIFF'S OFFICE <div>Warehouse: HITC</div>			0.0000	0.00
1	1	N	INFO EQUIPMENT AND INSTALL <div>Warehouse: HITC</div>			0.0000	0.00
1	1	N	INFO FRONT <div>Warehouse: HITC</div>			0.0000	0.00
1	1	Y	ENFWB01F1V SOI, NFLIB, FRNT, 8MOD, 2019.5-22 SILVRDO, RW/BW <div>Warehouse: HITC</div> Chevrolet Silverado (2019.5-24) Split Front (DRV)  D12  D12  D12  D12  D12  D12  D12  D12  (PAS)  R_W  R_W  R_W  R_W  B_W  B_W  B_W  B_W  Accessories: PNFLBSPLT1 DSC w/ LIN Breakout Box (Included)			983.7300	983.73

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Kenny Taylor			Kenny Taylor- Hitchcock	CLAYTON POPE		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	BK2338CHT221500 SMC PB450L6 ALUM BUMPER MPOWER Warehouse: HITC 22-25 CHEVY TRUCK 1500 LT / SSV NOT COMPATIBLE W/ FRONT SENSORS - LIMITED PRODUCTION:NO RETURN/CANCELLATION		993.3000	993.30
1	1	Y	HK2272CHT221500 SMC PB10 HEADLIGHT GUARD,STEEL, W/ PB9S FENDER W Warehouse: HITC		650.3000	650.30
1	1	Y	ETHFSS-SP-ISO SOI SOLID STATE ISOLATED HEADLIGHT FLASHER Warehouse: HITC NOTE --- NO FLASHER AVAILABLE FOR THE HIGH INTENSITY GAS DISCHARGE HEADKIGHTS. POSITIVE SIDE SWITCHING ONLY *****		59.0000	59.00
2	2	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: HITC CENTER MOUNTED ON PUSH BUMPER		182.0000	364.00
2	2	Y	EMPR20013-W SOI mpower ORV 6x1 Light Kit WHITE Warehouse: HITC FRONT PUSH BUMPER		221.6600	443.32

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Entered By			Salesperson		Ordered By		Resale Number
Kenny Taylor			Kenny Taylor- Hitchcock		CLAYTON POPE		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	ETSKLF101 SOI LOW FREQUENCY AFTERSHOCK SIREN W/1 SPEAKERS Warehouse: HITC LF Aftershock Siren System, includes: 100 Watt Speaker, 200 Watt Amplifier and Universal Bracket			454.5300	454.53
1	1	Y	ETSSLFVBK10 SOI AFTERSHOCK SPEAKER BRACKET Warehouse: HITC			30.8000	30.80
0	0	N	INFO SIDE Warehouse: HITC			0.0000	0.00
2	2	Y	ESLRL73168 SOI, SL RUNNING, 72", 6MOD, R/B/W, 3CLR/TRIO Warehouse: HITC SL Running Light, 72" - 6 Module, Tricolor Red/Blue/White			350.0000	700.00
2	2	Y	PSLVBK05 SOI UNIVERSAL MOUNTING KIT NLINE RUNNING LIGHTS Warehouse: HITC			24.2700	48.54
2	2	Y	ENT2B3RBW SOI INTERSECTOR 18-LED UNDER MIRROR LIGHT R/B/W Warehouse: HITC UNDER MIRRORS			175.0000	350.00

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Kenny Taylor		Kenny Taylor- Hitchcock			CLAYTON POPE		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
0	0	N	INFO REAR <div>Warehouse: HITC</div>			0.0000	0.00
1	1	Y	EMPTC01MGN SOI, MPWR TRFC CNTRL, 39", 6MOD, RA/BA REAR WINDOW <div>Warehouse: HITC</div>			842.8000	842.80
4	4	Y	EMPS2QMS5RBW SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU/WHT <div>Warehouse: HITC</div>			120.0000	480.00
1	1	Y	BETWEEN THE TAILGATE AND BUMPER ETFBSSN-P SOI 100% SOLID STATE TAILLIGHT FLASHER (12-WIRE) <div>Warehouse: HITC</div>			52.0000	52.00
1	1	Y	XG6 DECKED 2019-C GM SIERRA/SILV 1500, NEW WIDE BED WH <div>Warehouse: HITC</div>			1,450.0000	1,450.00
0	0	N	INFO INTERIOR/MISC <div>Warehouse: HITC</div>			0.0000	0.00
1	1	Y	ENGSA5200RSR SOI, 500 SERIES KNOB/PB 200W CNTRL, +VOICE PLBK <div>Warehouse: HITC</div>			884.8000	884.80

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Entered By			Salesperson	Ordered By	Resale Number	
Kenny Taylor			Kenny Taylor- Hitchcock	CLAYTON POPE		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: HITC		175.0000	350.00
2	2	Y	ENGHNK05 SOI 18" REMOTE NODE HARNESS Warehouse: HITC 18 inch Harness Kit for Remote Node		40.0000	80.00
1	1	Y	ENGLMK001 SOI BLUEPRINT LINK FOR 2021 TAHOE Warehouse: HITC		331.0000	331.00
1	1	Y	ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: HITC		236.6000	236.60
1	1	Y	CG-X HAV, CHARGE GARD, UNIVERSAL, CONTROL MODULE Warehouse: HITC INFINITE TIMER, SURGE PROTECTOR 12VDC, 30a *****		80.2500	80.25
1	1	Y	ECVDMLTAL00 SOI UNIVERSAL DOME LIGHT ALL LED, RED/CLEAR Warehouse: HITC CENTERED IN DRIVER COMPARTMENT HEADLINER.		63.9300	63.93

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Kenny Taylor		Kenny Taylor- Hitchcock		CLAYTON POPE		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	EWLPT004 SOI Bamksman BM3 Exterior light Warehouse: HITC		91.9300	91.93
1	1	Y	CC-22S1-0713-OS TROY 20IN WIDE BODY CONSOLE, 2023 CHEVY 1500 Warehouse: HITC		633.3400	633.34
1	1	Y	AC-INBHG TRO 4" INTERNAL CONSOLE DUAL CUPHOLDER WITH FINGERS Warehouse: HITC CUP HOLDERS HAVE RUBBER FINGERS REPLACES p/n # AC-INTBH WHICH IS NLA *****		42.6700	42.67
1	1	Y	FP-USBC-2DC TROY 2" PLATE W/2 12VDC OUTLETS & USB-A/USB-C PORT Warehouse: HITC		60.0000	60.00
1	1	Y	AC-MIC-Z-FPI TROY HEIGHT ADJUSTABLE MIC CLIP Warehouse: HITC		22.0000	22.00
1	1	Y	FP-SGTRAY TROY 4IN CONSOLE TRAY Warehouse: HITC		33.3400	33.34

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Entered By		Salesperson		Ordered By	Resale Number	
Kenny Taylor		Kenny Taylor- Hitchcock		CLAYTON POPE		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	FP-MXTL2500 TRO 3 FACEPLATE FOR MOTAROLA RADIO (REMOTE) Warehouse: HITC		0.0000	0.00
1	1	Y	FP-M500-DVR TROY MOTOROLA M500 DVR FACEPLATE Warehouse: HITC		0.0000	0.00
1	1	Y	FP-SO500-R TROY 500 SERIES REMOTE CONTROLLER FACEPLATE Warehouse: HITC		0.0000	0.00
1	1	Y	FP-SO500-R AC-TB-ARMMNT-XL TROY XL ARM REST Warehouse: HITC		149.3400	149.34
1	1	Y	CP-T-US-D-BOX TROY F-150/ *2019 Chevy Silverado under-seat lidded gu Warehouse: HITC		734.6700	734.67
1	1	Y	F-150/ *2019 Chevy Silverado under-seat lidded gunbox AC-SB-CHV19-MNT TROY UNDERSEAT STORAGE BOX MOUNT BRACKETS, 19+ SILVRDO Warehouse: HITC 2019-24 Silverado 1500, under seat storage box mount brackets - Use box CP-T-US-D-BOX		122.6700	122.67

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Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	CM-SDMT-SL-LED TROY HEIGHT ADJSTABLE COMPUTER MOUNT, SIDE TO C Warehouse: HITC BOLTS TO SIDE OF CONSOLE, WILL ACCOMMODATE A CUSTOMER SUPPLIED DOCKING STATION		392.6700	392.67
2	2	Y	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: HITC		40.0000	80.00
1	1	Y	KIT-TP-SL6-21S1-SS TROY FULL FRONT PARTITION KIT, 2022-24 SILVERADO 1500 Warehouse: HITC 2022-24 Silverado Partition Kit (TP-E-SL6-FS-SS, PM-21TH, KP-CHV19-SS)		786.2500	786.25
1	1	Y	AC-CHV19-SET Troy Driver/Passenger Side Window Guards, Chevy 1500 1 Warehouse: HITC		230.3000	230.30
1	1	Y	AC-CHV19-RWS 2019-21 Silverado 1500 rear cab window screen; square Warehouse: HITC		155.3400	155.34
1	1	Y	TES-338265 TESSCO ANTENNA 3/4" Mount, 25' RG58/U Mini-UHF loose Warehouse: HITC MFG PART #: NMO-60-300-M1-N		30.0000	30.00

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07/30/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Kenny Taylor			Kenny Taylor- Hitchcock		CLAYTON POPE		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	204468 TESSCO 760-870 MHz Phantom Antenna, 3 dBi Warehouse: HITC			60.0000	60.00
1	1	Y	5025B BlueSea 6 Circuit ST Fuse Block w/ Cover & Ground Bus Warehouse: HITC			50.0000	50.00
1	1	Y	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: HITC			60.0000	60.00
1	1	Y	CUSTOMER SUPPLIED CUSTOMER SUPPLIED EQUIPMENT Warehouse: HITC MOTOROLA CAMERA SYSTEM (INCLUDING ALL MOUNTS AND CABLES)  MOTORLA APX 6500 (INCLUDING SPEAKER AND ALL CABLES)			0.0000	0.00
1	1	Y	CRADLE POINT MODEM INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: HITC LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****			450.0000	450.00

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**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	588105
<b>Customer No.</b>	GALVCO

## Bill To

GALVESTON COUNTY  
 722 Moody Ave Fl 5  
 Galveston, TX 77550

## Ship To

(For Pickup)  
 HITCHCOCK TX WAREHOUSE  
 8315 FM 2004  
 HITCHCOCK, TX 77563

**Contact:** \*\*SEE NOTES\*\*  
**Telephone:** 409-770-5371

**Contact:** KENNY TAYLOR  
**Telephone:** 832-540-9161

**E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.GOV

**E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
07/30/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Kenny Taylor		Kenny Taylor- Hitchcock		CLAYTON POPE		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: HITC  Approved By: _____ <div><input type="checkbox"/> Approve All Items &amp; Quantities</div> Quote Good for 30 Days		3,950.0000	3,950.00

<b>Print Date</b>	07/30/25
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<b>Subtotal</b>	18,063.42
<b>Freight</b>	550.00
<b>Order Total</b>	18,613.42

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	588878-E
<b>Customer No.</b>	GALVCO

## Bill To

GALVESTON COUNTY  
 722 Moody Ave Fl 5  
 Galveston, TX 77550

## Ship To

(For Pickup)  
 DANA SAFETY SUPPLY  
 7800 Breen Dr Bldg B  
 Houston, TX 77064

**Contact:** \*\*SEE NOTES\*\*  
**Telephone:** 409-770-5371

**Contact:** KENNY TAYLOR  
**Telephone:** 832-540-9161

**E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.GOV

**E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/06/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Blake Hadsell		Kenny Taylor- Hitchcock		SMITTY HILL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	N	INFO TIPS USA #240102 <div>Warehouse: HITC</div>		0.0000	0.00
1	1	N	INFO GALVESTON COUNTY <div>Warehouse: HITC</div>		0.0000	0.00
1	1	N	INFO 2024 CHEVY SILVERADO ADMIN <div>Warehouse: HITC</div>		0.0000	0.00
1	1	N	INFO FRONT OF VEHICLE <div>Warehouse: HITC</div>		0.0000	0.00
1	1	Y	ENFWB01F1V SOI, NFLIB, FRNT, 8MOD, 2019.5-22 SILVRDO, RW/BW <div>Warehouse: HITC</div> Chevrolet Silverado (2019.5-24) Split Front (DRV)  D12  D12  D12  D12  D12  D12  D12  (PAS)  R_W  R_W  R_W  R_W  B_W  B_W  B_W  B_W  Accessories: PNFLBSPLT1 DSC w/ LIN Breakout Box (Included)		983.0000	983.00

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**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	588878-E
<b>Customer No.</b>	GALVCO

## Bill To

GALVESTON COUNTY  
 722 Moody Ave Fl 5  
 Galveston, TX 77550

## Ship To

(For Pickup)  
 DANA SAFETY SUPPLY  
 7800 Breen Dr Bldg B  
 Houston, TX 77064

**Contact:** \*\*SEE NOTES\*\*

**Telephone:** 409-770-5371

**E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.GOV

**Contact:** KENNY TAYLOR

**Telephone:** 832-540-9161

**E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/06/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Blake Hadsell		Kenny Taylor- Hitchcock		SMITTY HILL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	EMPS21GQ4-8 SOI, MPWR FASCIA, 4" , STM, BLK HSG, RED/BLU/WHT, STL Warehouse: HITC  4" mpower Fascia with Stud Mount 18 LED 9-32 Volt SAE with 1.5' Pigtail Black Housing with Stealth Lens RED/BLU/WHT		140.0000	280.00
2	2	Y	PMP2BKDGAJ SOI 4" mPOWER 90 DEGREE MOUNTING BRACKET, BLACK Warehouse: HITC		9.0000	18.00
1	1	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: HITC 100J series composite speaker w/ universal bail brkt-100 watt		182.0000	182.00
1	1	Y	ETSSVBK03 SOI 100N/100J 19+ SILVERADO - PASS SIDE Warehouse: HITC		22.0000	22.00
1	1	N	INFO SIDE OF VEHICLE  Warehouse: HITC		0.0000	0.00

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**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	588878-E
<b>Customer No.</b>	GALVCO

## Bill To

GALVESTON COUNTY  
 722 Moody Ave Fl 5  
 Galveston, TX 77550

## Ship To

(For Pickup)  
 DANA SAFETY SUPPLY  
 7800 Breen Dr Bldg B  
 Houston, TX 77064

**Contact:** \*\*SEE NOTES\*\*

**Telephone:** 409-770-5371

**E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.GOV

**Contact:** KENNY TAYLOR

**Telephone:** 832-540-9161

**E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/06/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Blake Hadsell			Kenny Taylor- Hitchcock	SMITTY HILL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	ESLRL61158 SOI, SL RUNNING, 61", 5MOD, R/B/W, 3CLR/TRIO Warehouse: HITC SL Running Light, 61" - 5 Module, Tricolor Red/Blue/White NEW BLUEPRINT SL RUNNING LIGHT		350.0000	700.00
2	2	Y	PSLVBK05 SOI UNIVERSAL MOUNTING KIT NLINE RUNNING LIGHTS Warehouse: HITC		23.0000	46.00
2	2	Y	PMP2BKDGAJ SOI 4" mPOWER 90 DEGREE MOUNTING BRACKET, BLACK Warehouse: HITC MOUNT ONE ON REAR PASSENGER WINDOW AND ONE ON REAR DRIVER WINDOW		0.0000	0.00
2	2	Y	EMPS2STS5RBW SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/BLU/WHT Warehouse: HITC mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White		272.0000	544.00
1	1	N	INFO REAR OF VEHICLE Warehouse: HITC		0.0000	0.00
1	1	Y	XG6 DECKED 2019-C GM SIERRA/SILV 1500, NEW WIDE BED WII Warehouse: HITC		1,400.0000	1,400.00

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**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	588878-E
<b>Customer No.</b>	GALVCO

## Bill To

GALVESTON COUNTY  
 722 Moody Ave Fl 5  
 Galveston, TX 77550

## Ship To

(For Pickup)  
 DANA SAFETY SUPPLY  
 7800 Breen Dr Bldg B  
 Houston, TX 77064

**Contact:** \*\*SEE NOTES\*\*

**Telephone:** 409-770-5371

**E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.GOV

**Contact:** KENNY TAYLOR

**Telephone:** 832-540-9161

**E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/06/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Blake Hadsell		Kenny Taylor- Hitchcock		SMITTY HILL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	MISC SOUNDOFF TRAFFIC CONTROLLER: EMPTC01WS3 Warehouse: HITC		1,004.0000	1,004.00
2	2	Y	ELUC3H010J SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/BLUE Warehouse: HITC		75.0000	150.00
1	1	N	INFO INTERIOR OF VEHICLE Warehouse: HITC		0.0000	0.00
1	1	Y	ENGSA5100HPP SOI, 500 SERIES HH 100W CNTRL, +VOICE PLBK Warehouse: HITC		835.0000	835.00
1	1	Y	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: HITC		175.0000	175.00
1	1	Y	ENGHNK05 SOI 18" REMOTE NODE HARNESS Warehouse: HITC 18 inch Harness Kit for Remote Node		40.0000	40.00
1	1	Y	ENGLMK001 SOI BLUPRINT LINK FOR 2021 TAHOE Warehouse: HITC WORKS FOR A SILVERADO 1500 24-25		331.0000	331.00

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**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	588878-E
<b>Customer No.</b>	GALVCO

## Bill To

GALVESTON COUNTY  
 722 Moody Ave Fl 5  
 Galveston, TX 77550

## Ship To

(For Pickup)  
 DANA SAFETY SUPPLY  
 7800 Breen Dr Bldg B  
 Houston, TX 77064

**Contact:** \*\*SEE NOTES\*\*  
**Telephone:** 409-770-5371

**Contact:** KENNY TAYLOR  
**Telephone:** 832-540-9161

**E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.GOV

**E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
08/06/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Blake Hadsell			Kenny Taylor- Hitchcock		SMITTY HILL		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	CG-X HAV, CHARGE GUARD, UNIVERSAL, CONTROL MODULE Warehouse: HITC INFINITE TIMER, SURGE PROTECTOR 12VDC, 30a *****			80.2500	80.25
1	1	Y	EBSDL0002-D SOI, OBSERVE, SMALL FORM DOME LIGHT, 3", R/W Warehouse: HITC 1 CENTERED DRIVER COMPARTMENT HEADLINER			58.0000	58.00
1	1	Y	CC-OH-CHV19 TROY OVERHEAD CONSOLE SILVERADO Warehouse: HITC			215.0000	215.00
1	1	Y	FP-MXTL2500 TRO, 3 " FACEPLATE, MOTOROLA REMOTE RADIO HEAD Warehouse: HITC			0.0000	0.00
1	1	Y	FP-BLNK1 TRO 1 BLANK PLATE FOR CONSOLE Warehouse: HITC			0.0000	0.00

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**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	588878-E
<b>Customer No.</b>	GALVCO

## Bill To

GALVESTON COUNTY  
 722 Moody Ave Fl 5  
 Galveston, TX 77550

## Ship To

(For Pickup)  
 DANA SAFETY SUPPLY  
 7800 Breen Dr Bldg B  
 Houston, TX 77064

**Contact:** \*\*SEE NOTES\*\*  
**Telephone:** 409-770-5371

**Contact:** KENNY TAYLOR  
**Telephone:** 832-540-9161

**E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.GOV

**E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/06/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Blake Hadsell			Kenny Taylor- Hitchcock	SMITTY HILL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	CP-GB54713-US TROY UNDER-SEAT REAR STORAGE BOX, 21-24 SLVRDO/F1 Warehouse: HITC 2021-24 F150-250   2021-24 Chevy Silverado under-seat rear storage box; features sliding drawer on DS and electronics box w/hinged lid on PS (Silverado requires mount bracket AC-SB-CHV19-MNT)		838.0000	838.00
1	1	Y	AC-SB-CHV19-MNT TROY UNDERSEAT STORAGE BOX MOUNT BRACKETS, 19+ SILVRDO Warehouse: HITC 2019-24 Silverado 1500, under seat storage box mount brackets - Use box		117.0000	117.00
1	1	Y	CP-T-US-D-BOX MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: HITC		40.0000	40.00
1	1	Y	TES-338265 TESSCO ANTENNA 3/4" Mount, 25' RG58/U Mini-UHF loose Warehouse: HITC		30.0000	30.00
1	1	Y	MFG PART #: NMO-60-300-M1-N 204468 TESSCO 760-870 MHz Phantom Antenna, 3 dBi Warehouse: HITC		60.0000	60.00

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**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	588878-E
<b>Customer No.</b>	GALVCO

## Bill To

GALVESTON COUNTY  
 722 Moody Ave Fl 5  
 Galveston, TX 77550

## Ship To

(For Pickup)  
 DANA SAFETY SUPPLY  
 7800 Breen Dr Bldg B  
 Houston, TX 77064

**Contact:** \*\*SEE NOTES\*\*  
**Telephone:** 409-770-5371

**Contact:** KENNY TAYLOR  
**Telephone:** 832-540-9161

**E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.

**E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/06/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Blake Hadsell			Kenny Taylor- Hitchcock	SMITTY HILL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	5025B BlueSea 6 Circuit ST Fuse Block w/ Cover & Ground Bus Warehouse: HITC		50.0000	50.00
1	1	Y	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: HITC		60.0000	60.00
1	1	Y	CUSTOMER SUPPLIED CUSTOMER SUPPLIED EQUIPMENT Warehouse: HITC MOTOROLA RADIO (INCLUDING SPEAKER AND ALL CABLES)		0.0000	0.00
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: HITC LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****		450.0000	450.00
1	1	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: HITC		3,250.0000	3,250.00
<div>Approved By: _____</div> <div><input type="checkbox"/> Approve All Items &amp; Quantities</div> <div>Quote Good for 30 Days</div>						

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<b>Subtotal</b>	11,958.25
<b>Freight</b>	600.00
<b>Order Total</b>	12,558.25

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	588915-D
<b>Customer No.</b>	GALVCO

## Bill To

GALVESTON COUNTY  
 722 Moody Ave Fl 5  
 Galveston, TX 77550

## Ship To

(For Pickup)  
 HITCHCOCK TX WAREHOUSE  
 8315 FM 2004  
 HITCHCOCK, TX 77563

**Contact:** \*\*SEE NOTES\*\*  
**Telephone:** 409-770-5371

**Contact:** KENNY TAYLOR  
**Telephone:** 832-540-9161

**E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.GOV

**E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
08/06/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Blake Hadsell			Kenny Taylor- Hitchcock		SMITTY HILL		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	N	INFO TIPS USA #240102  Warehouse: HITC			0.0000	0.00
1	1	N	INFO GALVESTON COUNTY  Warehouse: HITC			0.0000	0.00
1	1	N	INFO 2024 CHEVY TAHOE  Warehouse: HITC			0.0000	0.00
1	1	N	INFO FRONT OF VEHICLE  Warehouse: HITC			0.0000	0.00
1	1	Y	ENFWB01EVS SOI, NFLIB, FRNT, 8MOD, 2021-24 TAHOE, RW/BW Warehouse: HITC  Chevrolet Tahoe (2021-24) Split Front (DRV)  D12  D12  D12  D12  D12  D12  D12  (PAS)  R_W  R_W  R_W  R_W  B_W  B_W  B_W  B_W  Accessories: PNFLBSPLT1 DSC w/ LIN Breakout Box (Included)			950.0000	950.00
1	1	Y	BK2338TAH21 SMC SOI mPOWER PB450L6 PB FOR 2021+ TAHOE Warehouse: HITC  2021 TAHOE PB450LR6 MPOWER			1,045.0000	1,045.00

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**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	588915-D
<b>Customer No.</b>	GALVCO

## Bill To

GALVESTON COUNTY  
 722 Moody Ave Fl 5  
 Galveston, TX 77550

## Ship To

(For Pickup)  
 HITCHCOCK TX WAREHOUSE  
 8315 FM 2004  
 HITCHCOCK, TX 77563

**Contact:** \*\*SEE NOTES\*\*  
**Telephone:** 409-770-5371

**Contact:** KENNY TAYLOR  
**Telephone:** 832-540-9161

**E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.GOV

**E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
08/06/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Blake Hadsell			Kenny Taylor- Hitchcock		SMITTY HILL		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
2	2	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: HITC CENTERED ON PUSH BUMPER			182.0000	364.00
2	2	Y	EMPR20013-W SOI mpower ORV 6x1 Light Kit WHITE Warehouse: HITC FRONT PUSH BUMPER			221.0000	442.00
1	1	N	INFO SIDE OF VEHICLE Warehouse: HITC			0.0000	0.00
2	2	Y	ESLRL61158 SOI, SL RUNNING, 61", 5MOD, R/B/W, 3CLR/TRIO Warehouse: HITC SL Running Light, 61" - 5 Module, Tricolor Red/Blue/White NEW BLUEPRINT SL RUNNING LIGHT			350.0000	700.00
2	2	Y	ENT3B3RBW SOI INTERSECTOR 18-LED SFC MNT,BLK HSG RED/BLUE/WHITE Warehouse: HITC UNDER MIRRORS			175.0000	350.00
1	1	Y	PMP2BKUMB5-P SOI 21+ TAHOE Under Mirror Bracket Passenger Warehouse: HITC			27.0000	27.00

<b>Print Date</b>	08/11/25
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**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	588915-D
<b>Customer No.</b>	GALVCO

## Bill To

GALVESTON COUNTY  
 722 Moody Ave Fl 5  
 Galveston, TX 77550

## Ship To

(For Pickup)  
 HITCHCOCK TX WAREHOUSE  
 8315 FM 2004  
 HITCHCOCK, TX 77563

**Contact:** \*\*SEE NOTES\*\*

**Telephone:** 409-770-5371

**E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.GOV

**Contact:** KENNY TAYLOR

**Telephone:** 832-540-9161

**E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/06/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Blake Hadsell			Kenny Taylor- Hitchcock	SMITTY HILL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	PMP2BKUMB5-D SOI 21+ TAHOE Under Mirror Bracket Driver Side Warehouse: HITC		27.0000	27.00
2	2	Y	EMPS4STS5RBW SOI, MPWR HD, 4", STM, CLR HSG, RED/BLU/WHT Warehouse: HITC		125.0000	250.00
2	2	Y	SIDE CARGO WINDOWS PMP2WSSSB SOI 4" MPOWER SINGLE WINDOW SHROUD-BLACK Warehouse: HITC		13.0000	26.00
1	1	N	INFO REAR OF VEHICLE Warehouse: HITC		0.0000	0.00
1	1	Y	EMPAK018AV SOI, MPWR ARRW, REAR, 8MOD, 2021-24 TAHOE, RBA/RBA Warehouse: HITC  Chevrolet Tahoe (2021-24) 8 Mod Split Rear w/ 4" Modules (DRV)  T18  T18  T18  T18   T18  T18  T18  T18  (PAS)  RBA  RBA  RBA  RBA X X RBA  RBA  RBA  RBA  Accessories: PNFLBSPLT1 LIN DSC w/ Breakout Box (Included)		1,334.0000	1,334.00

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**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	588915-D
<b>Customer No.</b>	GALVCO

## Bill To

GALVESTON COUNTY  
 722 Moody Ave Fl 5  
 Galveston, TX 77550

## Ship To

(For Pickup)  
 HITCHCOCK TX WAREHOUSE  
 8315 FM 2004  
 HITCHCOCK, TX 77563

**Contact:** \*\*SEE NOTES\*\*  
**Telephone:** 409-770-5371

**Contact:** KENNY TAYLOR  
**Telephone:** 832-540-9161

**E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.GOV

**E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
08/06/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Blake Hadsell			Kenny Taylor- Hitchcock		SMITTY HILL		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
2	2	Y	EMPS2QMS5RBW SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU/WHT Warehouse: HITC			125.0000	250.00
6	6	Y	LICENSE PLATE LIGHT EMPS1QMS4RBA SOI, MPWR FASCIA, 3", QM, BLK HSG, RED/BLU/AMB Warehouse: HITC			110.0000	660.00
1	1	Y	D PILLARS PMP1BK003 SOI MPOWER REAR WEDGE KIT FOR PILLAR Warehouse: HITC			58.0000	58.00
1	1	N	INFO INTERIOR OF VEHICLE Warehouse: HITC			0.0000	0.00
1	1	Y	ENGSA5200RSR SOI, 500 SERIES KNOB/PB 200W CNTRL, +VOICE PLBK Warehouse: HITC			885.0000	885.00
2	2	Y	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: HITC			175.0000	350.00

<b>Print Date</b>	08/11/25
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**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	588915-D
<b>Customer No.</b>	GALVCO

## Bill To

GALVESTON COUNTY  
 722 Moody Ave Fl 5  
 Galveston, TX 77550

## Ship To

(For Pickup)  
 HITCHCOCK TX WAREHOUSE  
 8315 FM 2004  
 HITCHCOCK, TX 77563

**Contact:** \*\*SEE NOTES\*\*  
**Telephone:** 409-770-5371

**Contact:** KENNY TAYLOR  
**Telephone:** 832-540-9161

**E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.GOV

**E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/06/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Blake Hadsell			Kenny Taylor- Hitchcock	SMITTY HILL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	ENGHNK05 SOI 18" REMOTE NODE HARNESS Warehouse: HITC 18 inch Harness Kit for Remote Node		40.0000	80.00
1	1	Y	ENGLMK001 SOI BLUPRINT LINK FOR 2021 TAHOE Warehouse: HITC		331.0000	331.00
1	1	Y	ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: HITC		237.0000	237.00
1	1	Y	CG-X HAV, CHARGE GUARD, UNIVERSAL, CONTROL MODULE Warehouse: HITC INFINITE TIMER, SURGE PROTECTOR 12VDC, 30a ***** *****		80.0000	80.00
2	2	Y	EBSDL0002-D SOI, OBSERVE, SMALL FORM DOME LIGHT, 3", R/W Warehouse: HITC 1 CENTERED IN DRIVER COMPARTMNET HEADLINER 1 IN REAR CARGO AREA ON SWITCH		58.0000	116.00

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**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	588915-D
<b>Customer No.</b>	GALVCO

## Bill To

GALVESTON COUNTY  
 722 Moody Ave Fl 5  
 Galveston, TX 77550

## Ship To

(For Pickup)  
 HITCHCOCK TX WAREHOUSE  
 8315 FM 2004  
 HITCHCOCK, TX 77563

**Contact:** \*\*SEE NOTES\*\*

**Telephone:** 409-770-5371

**E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.GOV

**Contact:** KENNY TAYLOR

**Telephone:** 832-540-9161

**E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/06/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Blake Hadsell			Kenny Taylor- Hitchcock	SMITTY HILL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	CC-25TH-0912-OS TROY 21" WIDE BODY CONSOLE W/OPEN STORAGE, TAHOE/SUBUR  Warehouse: HITC		584.0000	584.00
1	1	Y	CM-SDMT-SL-LED TROY HEIGHT ADJUSTABLE COMPUTER MOUNT, SIDE TO C  Warehouse: HITC  BOLTS TO SIDE OF CONSOLE, WILL ACCOMMODATE A CUSTOMER SUPPLIED DOCKING STATION		393.0000	393.00
1	1	Y	AC-INBHG TRO 4" INTERNAL CONSOLE DUAL CUPHOLDER WITH FINGERS  Warehouse: HITC  CUP HOLDERS HAVE RUBBER FINGERS REPLACES p/n # AC-INTBH WHICH IS NLA *****		43.0000	43.00
1	1	Y	AC-TICK-2 TRO INTERNAL 3" SHALLOW TRAY, 2" DEEP  Warehouse: HITC		33.0000	33.00
1	1	Y	FP-USBC-2DC TROY 2" PLATE W/2 12VDC OUTLETS & USB-A/USB-C PORT  Warehouse: HITC		60.0000	60.00
1	1	Y	AC-MIC-Z-FPI TROY HEIGHT ADJUSTABLE MIC CLIP  Warehouse: HITC		22.0000	22.00

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**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	588915-D
<b>Customer No.</b>	GALVCO

## Bill To

GALVESTON COUNTY  
 722 Moody Ave Fl 5  
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(For Pickup)  
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 HITCHCOCK, TX 77563

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**E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
08/06/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Blake Hadsell			Kenny Taylor- Hitchcock		SMITTY HILL		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	AC-TB-ARMMNT-XL TROY XL ARM REST <div>Warehouse: HITC</div>			149.0000	149.00
1	1	Y	FP-MXTL2500 TRO, 3 " FACEPLATE, MOTOROLA REMOTE RADIO HEAD <div>Warehouse: HITC</div>			30.9900	30.99
1	1	Y	FP-SO500-R TROY 500 SERIES REMOTE CONTROLLER FACEPLATE <div>Warehouse: HITC</div>			0.0000	0.00
1	1	Y	FP-SO500-R FP-M500-DVR TROY MOTOROLA M500 DVR FACEPLATE <div>Warehouse: HITC</div>			15.0000	15.00
1	1	Y	MISC K9 INSERT <div>Warehouse: HITC</div>			0.0000	0.00
1	1	Y	K9-C26 HAV STD K-9 FOR 2021 TAHOE WHITE <div>Warehouse: HITC</div> K9-C26			3,250.0000	3,250.00

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**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	588915-D
<b>Customer No.</b>	GALVCO

## Bill To

GALVESTON COUNTY  
 722 Moody Ave Fl 5  
 Galveston, TX 77550

## Ship To

(For Pickup)  
 HITCHCOCK TX WAREHOUSE  
 8315 FM 2004  
 HITCHCOCK, TX 77563

**Contact:** \*\*SEE NOTES\*\*  
**Telephone:** 409-770-5371

**E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.GOV

**Contact:** KENNY TAYLOR  
**Telephone:** 832-540-9161

**E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/06/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Blake Hadsell		Kenny Taylor- Hitchcock		SMITTY HILL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	K9-A-201 HAV HOT-N-POP K-9 SYSTEM FOR K-9 TRANSPORT INSERT Warehouse: HITC  REPLACES PART # KK-K9-HP-5010B K9 transport option Includes heat alarm pro K9-A-203 Includes remote door pop system for sedans, SUV's and trucks Order optional C-EB35-RHP-1P or C-EB35-RHS-1P bracket if mounting control head in console Effective 12/1/10 K9-A-303 K9 remote pager/beeper module is no longer included as a standard feature with this item and must be purchased separately As of 10/1/12 K9-A-306 engine stall sensor is no longer included as a standard feature and must be purchased separately Sept 2011- sept 2012 the no K9 left behind feature was included, and now it is an optional feature. part # K9-A-304 must be purchased separately K9-A-201 includes: Control head Intelabox Protective relay module S.o.s horn honk output Siren activation output Lightbar activation output Dual window drop kit dual temperature sensors Remote with holster for door popper, Heavy-duty solenoid kit , gas spring with Heavy-duty stainless steel mounts, system wiring harnesses, installation instructions, vehicle specific wiring information *****		2,200.0000	2,200.00

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**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	588915-D
<b>Customer No.</b>	GALVCO

## Bill To

GALVESTON COUNTY  
 722 Moody Ave Fl 5  
 Galveston, TX 77550

## Ship To

(For Pickup)  
 HITCHCOCK TX WAREHOUSE  
 8315 FM 2004  
 HITCHCOCK, TX 77563

**Contact:** \*\*SEE NOTES\*\*

**Telephone:** 409-770-5371

**E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.GOV

**Contact:** KENNY TAYLOR

**Telephone:** 832-540-9161

**E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/06/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Blake Hadsell			Kenny Taylor- Hitchcock	SMITTY HILL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	K9-A-104 HAV WINDOW GUARD & K9 TRANSPORT OPT. Warehouse: HITC  K9 transport window fan and mount option Can only be used with models - K9-C23, K9-C23-PT, K9-F18, K9-F18-PT, K9-F16, K9-F23 and K9-D26 Will attach to driver side or passenger side K9 window guards included with above K9 inserts mfg after 4/1/15 (these window guards come with a removable square flat panel on each side.) Kit includes 10" fan (K9-A-301) and fan mount kit with hardware (WGI007335) Fan mount with Mounting hardware only is p/n WGI007335 Complete window guard not included in K9-A-104 kit *****		442.0000	442.00
1	1	Y	AWD-7040 ACEK9 ACE WATCHDOG PRO FOR USE WITH PRO ALARM Warehouse: HITC  All orders for AceWatchDogTM require a completed setup form!!!!  AceWatchDogTM for use with Pro Alarm Systems  AceWatchDog Server Service is \$168.00 Per Year and the First Year is Included with New Unit. More Info: www.acek9.com/awd.html		1,027.0000	1,027.00
1	1	Y	EM21THCRGDCKSSTK2DWR TROY 2022 Cargo Deck Fort Worth Spec Warehouse: HITC  PART# EM-21TH-CRGDCK-SSTK-2DWR		696.0000	696.00

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**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	588915-D
<b>Customer No.</b>	GALVCO

## Bill To

GALVESTON COUNTY  
 722 Moody Ave Fl 5  
 Galveston, TX 77550

## Ship To

(For Pickup)  
 HITCHCOCK TX WAREHOUSE  
 8315 FM 2004  
 HITCHCOCK, TX 77563

**Contact:** \*\*SEE NOTES\*\*  
**Telephone:** 409-770-5371

**Contact:** KENNY TAYLOR  
**Telephone:** 832-540-9161

**E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.GOV

**E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
08/06/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Blake Hadsell			Kenny Taylor- Hitchcock		SMITTY HILL		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	SB-ECO422013-T TROY ECOLINE ALUMINUM STORAGE BOX 42x20x14 Warehouse: HITC Eco Line Aluminum Storage Box 42"W x 20"L x 14"H; 3-sided 1.5" trim, (2) lockable draw latches, rubber mat in drawer (fit in Durango, PIU, Civilian)			727.0000	727.00
2	2	Y	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: HITC			40.0000	80.00
1	1	Y	TES-338265 TESSCO ANTENNA 3/4" Mount, 25' RG58/U Mini-UHF loose Warehouse: HITC MFG PART #: NMO-60-300-M1-N			30.0000	30.00
1	1	Y	204468 TESSCO 760-870 MHz Phantom Antenna, 3 dBi Warehouse: HITC			60.0000	60.00
1	1	Y	5025B BlueSea 6 Circuit ST Fuse Block w/ Cover & Ground Bus Warehouse: HITC			50.0000	50.00
1	1	Y	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: HITC			60.0000	60.00

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DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407

# Sales Quote

Telephone: 800-847-8762

Sales Quote No.	588915-D
Customer No.	GALVCO

## Bill To

GALVESTON COUNTY  
722 Moody Ave Fl 5  
Galveston, TX 77550

## Ship To

(For Pickup)  
HITCHCOCK TX WAREHOUSE  
8315 FM 2004  
HITCHCOCK, TX 77563

Contact: \*\*SEE NOTES\*\*  
Telephone: 409-770-5371

Contact: KENNY TAYLOR  
Telephone: 832-540-9161

E-mail: NITA.PHILLIPS@GALVESTONCOUNTYTX.GOV

E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/06/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Blake Hadsell		Kenny Taylor- Hitchcock		SMITTY HILL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	CUSTOMER SUPPLIED CUSTOMER SUPPLIED EQUIPMENT Warehouse: HITC MOTOROLA CAMERA SYSTEM (INCLUDING ALL MOUNTS AND CABLES)		0.0000	0.00
1	1	Y	MOTOROLA APX6500 (INCLUDING SPEAKER AND ALL CABLES) INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: HITC LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****		650.0000	650.00
1	1	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: HITC  Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities  Quote Good for 30 Days		4,350.0000	4,350.00

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Subtotal	23,513.99
Freight	1,000.00
Order Total	24,513.99

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	588942-E
<b>Customer No.</b>	GALVCO

## Bill To

GALVESTON COUNTY  
 722 Moody Ave Fl 5  
 Galveston, TX 77550

## Ship To

(For Pickup)  
 HITCHCOCK TX WAREHOUSE  
 8315 FM 2004  
 HITCHCOCK, TX 77563

**Contact:** \*\*SEE NOTES\*\*  
**Telephone:** 409-770-5371

**Contact:** KENNY TAYLOR  
**Telephone:** 832-540-9161

**E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.GOV

**E-mail:**

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
08/06/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Blake Hadsell			Kenny Taylor- Hitchcock		SMITTY HILL		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
2	2	N	INFO TIPS USA #240102  Warehouse: HITC			0.0000	0.00
2	2	N	INFO GALVESTON COUNTY  Warehouse: HITC			0.0000	0.00
2	2	N	INFO 2025 FORD F-150  Warehouse: HITC			0.0000	0.00
2	2	N	INFO FRONT OF VEHICLE  Warehouse: HITC			0.0000	0.00
2	2	Y	ENFWB01G09 SOI, NFILB, FRNT, 8MOD, 2021-24 F150, RW/BW Warehouse: HITC  Ford F-150 (2021-24) Split Front (DRV)  D12  D12  D12  D12  D12  D12  D12  (PAS)  R_W  R_W  R_W  R_W  B_W  B_W  B_W  B_W  Accessories: PNFLBSPLT1			983.0000	1,966.00
2	2	Y	DSC w/ LIN Breakout Box (Included) BK2338FDT21F150 SMC PB450L6 ALUM BUMPER MPOWER Warehouse: HITC MPOWER18 LEDS BLUE/RED/WHITE LONG HARNES SOI			993.0000	1,986.00

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**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	588942-E
<b>Customer No.</b>	GALVCO

## Bill To

GALVESTON COUNTY  
 722 Moody Ave Fl 5  
 Galveston, TX 77550

## Ship To

(For Pickup)  
 HITCHCOCK TX WAREHOUSE  
 8315 FM 2004  
 HITCHCOCK, TX 77563

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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/06/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Blake Hadsell			Kenny Taylor- Hitchcock	SMITTY HILL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	HK2272FDT21F150 "PB10 Headlight GuardSteelWith PB9S Fender WrapSteel Warehouse: HITC		650.0000	1,300.00
2	2	Y	ETHFSS-SP-ISO SOI SOLID STATE ISOLATED HEADLIGHT FLASHER Warehouse: HITC NOTE --- NO FLASHER AVAILABLE FOR THE HIGH INTENSITY GAS DISCHARGE HEADKIGHTS. POSITIVE SIDE SWITCHING ONLY *****		84.0000	168.00
4	4	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: HITC CENTER MOUNTED ON PUSH BUMPER		182.0000	728.00
4	4	Y	EMPR20013-W SOI mpower ORV 6x1 Light Kit WHITE Warehouse: HITC FRONT PUSH BUMPER		222.0000	888.00
2	2	Y	ETSKLF101 SOI LOW FREQUENCY AFTERSHOCK SIREN W/1 SPEAKERS Warehouse: HITC LF Aftershock Siren System, includes: 100 Watt Speaker, 200 Watt Amplifier and Universal Bracket		455.0000	910.00

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**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	588942-E
<b>Customer No.</b>	GALVCO

## Bill To

GALVESTON COUNTY  
 722 Moody Ave Fl 5  
 Galveston, TX 77550

## Ship To

(For Pickup)  
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 HITCHCOCK, TX 77563

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**E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.GOV

**E-mail:**

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
08/06/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Blake Hadsell			Kenny Taylor- Hitchcock		SMITTY HILL		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
2	2	Y	ETSSLFVBK10 SOI AFTRSHK SPKR BRKY 19.5+ 1500 SILVERADO Warehouse: HITC			31.0000	62.00
2	2	N	INFO SIDE OF VEHICLE Warehouse: HITC			0.0000	0.00
4	4	Y	ESLRL73168 SOI, SL RUNNING, 72", 6MOD, R/B/W, 3CLR/TRIO Warehouse: HITC SL Running Light, 72" - 6 Module, Tricolor Red/Blue/White			350.0000	1,400.00
4	4	Y	PSLVBK05 SOI UNIVERSAL MOUNTING KIT NLINE RUNNING LIGHTS Warehouse: HITC			25.0000	100.00
4	4	Y	ENT2B3RBW SOI INTERSECTOR 18-LED UNDER MIRROR LIGHT R/B/W Warehouse: HITC UNDER MIRRORS			175.0000	700.00
2	2	N	INFO REAR OF VEHICLE Warehouse: HITC			0.0000	0.00

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**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	588942-E
<b>Customer No.</b>	GALVCO

## Bill To

GALVESTON COUNTY  
722 Moody Ave Fl 5  
Galveston, TX 77550

## Ship To

(For Pickup)  
HITCHCOCK TX WAREHOUSE  
8315 FM 2004  
HITCHCOCK, TX 77563

**Contact:** \*\*SEE NOTES\*\*

**Telephone:** 409-770-5371

**E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.GOV

**Contact:** KENNY TAYLOR

**Telephone:** 832-540-9161

**E-mail:**

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/06/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Blake Hadsell			Kenny Taylor- Hitchcock	SMITTY HILL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	XF4 DECKED 2 DRAWER PICK UP TRUCK BED BOX FOR 5'6" BE Warehouse: HITC		1,400.0000	2,800.00
2	2	Y	DECKED 2 DRAWER DECKED SYSTEM FOR A 2023 FORD F-150 CREW CAB EMPTC01MGN SOI, MPWR TRFC CNTRL, 39", 6MOD, RA/BA Warehouse: HITC 39" 6 Head Rear mpower® Traffic Controller w/ 15' LIN DSC Technology (DRV)  D12  D12  D12  D12  D12  D12  (PAS)  R_A  R_A  R_A  B_A  B_A  B_A X Housing Color - Black Extrusion Lens Color - All Clear Lenses Accessories - PNFLBSPLT1 Mount Kit - PMPTCM02 (x2) Medium 2-Hole		843.0000	1,686.00
8	8	Y	EMPS2QMS5RBW SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU/WHT Warehouse: HITC		120.0000	960.00
2	2	Y	UNDER TAILGATE ETFBSSN-P SOI 100% SOLID STATE TAILLIGHT FLASHER (12-WIRE) Warehouse: HITC		52.0000	104.00

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**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	588942-E
<b>Customer No.</b>	GALVCO

## Bill To

GALVESTON COUNTY  
 722 Moody Ave Fl 5  
 Galveston, TX 77550

## Ship To

(For Pickup)  
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 8315 FM 2004  
 HITCHCOCK, TX 77563

**Contact:** \*\*SEE NOTES\*\*  
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Entered By			Salesperson		Ordered By		Resale Number
Blake Hadsell			Kenny Taylor- Hitchcock		SMITTY HILL		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
2	2	Y	XF4 DECKED 2 DRAWER PICK UP TRUCK BED BOX FOR 5'6" BE Warehouse: HITC			1,400.0000	2,800.00
2	2	N	DECKED 2 DRAWER DECKED SYSTEM FOR A 2023 FORD F-150 CREW CAB INFO INTERIOR OF VEHICLE Warehouse: HITC			0.0000	0.00
2	2	Y	ENGSA5200RSR SOI, 500 SERIES KNOB/PB 200W CNTRL, +VOICE PLBK Warehouse: HITC			885.0000	1,770.00
4	4	Y	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: HITC			175.0000	700.00
4	4	Y	ENGHNK05 SOI 18" REMOTE NODE HARNESS Warehouse: HITC 18 inch Harness Kit for Remote Node			40.0000	160.00
2	2	Y	ENGLMK013 SOI BP LINK KIT, SUPER DUTY, '24 F150, '25 PIU Warehouse: HITC			328.0000	656.00
2	2	Y	ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: HITC			237.0000	474.00

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**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	588942-E
<b>Customer No.</b>	GALVCO

## Bill To

GALVESTON COUNTY  
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 Galveston, TX 77550

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(For Pickup)  
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 8315 FM 2004  
 HITCHCOCK, TX 77563

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**E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.GOV

**Contact:** KENNY TAYLOR

**Telephone:** 832-540-9161

**E-mail:**

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/06/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Blake Hadsell		Kenny Taylor- Hitchcock		SMITTY HILL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	CG-X HAV, CHARGEGUARD, UNIVERSAL, CONTROL MODULE Warehouse: HITC INFINITE TIMER, SURGE PROTECTOR 12VDC, 30a ***** *****		80.0000	160.00
2	2	Y	ECVDMLTAL00 SOI UNIVERSAL DOME LIGHT ALL LED, RED/CLEAR Warehouse: HITC CENTERED IN DRIVER COMPARTMENT HEADLINER		64.0000	128.00
2	2	Y	EWLPT004 SOI Bamksman BM3 Exterior light Warehouse: HITC		92.0000	184.00
2	2	Y	CC-21F1-0713-OS TROY VS 21" CONSOLE 2021 F150 Warehouse: HITC		584.2000	1,168.40
2	2	Y	CM-SDMT-SL-LED TROY HEIGHT ADJSTABLE COMPUTER MOUNT, SIDE TO C Warehouse: HITC BOLTS TO SIDE OF CONSOLE, WILL ACCOMMODATE A CUSTOMER SUPPLIED DOCKING STATION		374.0000	748.00

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**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	588942-E
<b>Customer No.</b>	GALVCO

## Bill To

GALVESTON COUNTY  
 722 Moody Ave Fl 5  
 Galveston, TX 77550

## Ship To

(For Pickup)  
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 8315 FM 2004  
 HITCHCOCK, TX 77563

**Contact:** \*\*SEE NOTES\*\*

**Telephone:** 409-770-5371

**E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.GOV

**Contact:** KENNY TAYLOR

**Telephone:** 832-540-9161

**E-mail:**

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/06/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Blake Hadsell			Kenny Taylor- Hitchcock	SMITTY HILL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	FP-SO500-R TROY 500 SERIES REMOTE CONTROLLER FACEPLATE Warehouse: HITC		0.0000	0.00
2	2	Y	FP-SO500-R FP-MXTL2500 TRO, 3 " FACEPLATE, MOTOROLA REMOTE RADIO HEAD Warehouse: HITC		30.9900	61.98
4	4	Y	AC-MIC-Z-FPI TROY HEIGHT ADJUSTABLE MIC CLIP Warehouse: HITC		21.0000	84.00
2	2	Y	FP-USBC-2DC TROY 2" PLATE W/2 12VDC OUTLETS & USB-A/USB-C PORT Warehouse: HITC		57.0000	114.00
2	2	Y	FP-SGTRAY TROY 4IN CONSOLE TRAY Warehouse: HITC		59.9900	119.98
2	2	Y	AC-INBHG TRO 4" INTERNAL CONSOLE DUAL CUPHOLDER WITH FINGERS Warehouse: HITC CUP HOLDERS HAVE RUBBER FINGERS REPLACES p/n # AC-INTBH WHICH IS NLA *****		41.0000	82.00

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**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	588942-E
<b>Customer No.</b>	GALVCO

## Bill To

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 722 Moody Ave Fl 5  
 Galveston, TX 77550

## Ship To

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 8315 FM 2004  
 HITCHCOCK, TX 77563

**Contact:** \*\*SEE NOTES\*\*  
**Telephone:** 409-770-5371

**Contact:** KENNY TAYLOR  
**Telephone:** 832-540-9161

**E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.GOV

**E-mail:**

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/06/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Blake Hadsell		Kenny Taylor- Hitchcock		SMITTY HILL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	FP-BLNK3 TRO 3 BLANK PLATE FOR CONSOLE Warehouse: HITC		0.0000	0.00
2	2	Y	AC-TB-ARMMNT-XL TROY XL ARM REST Warehouse: HITC		142.0000	284.00
2	2	Y	TP-E-SL6-FS-SS Troy Prisoner Partition Sliding Window Warehouse: HITC		673.0000	1,346.00
2	2	Y	PM-21F150 TROY 2021 F150 PARTITION MOUNT KIT Warehouse: HITC		233.0000	466.00
2	2	Y	KP-F150-15-SS TROY FRONT PARTITION LOWER KICK PANEL Warehouse: HITC		128.0000	256.00
2	2	Y	WG-21F150-SET TRO F150 DRIVER & PASSENGER SIDE WINDOW GUARDS Warehouse: HITC		216.0000	432.00
2	2	Y	AC-F150-15-RWS TRO 20+ F150 REAR ARMOR WINDOW SCREEN Warehouse: HITC		142.0000	284.00

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**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

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<b>Sales Quote No.</b>	588942-E
<b>Customer No.</b>	GALVCO

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**Contact:** KENNY TAYLOR  
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**E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.GOV

**E-mail:**

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/06/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Blake Hadsell			Kenny Taylor- Hitchcock	SMITTY HILL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	CP-GB54713-US TROY UNDER-SEAT REAR STORAGE BOX, 21-24 SLVRDO/F1 Warehouse: HITC 2021-24 F150-250   2021-24 Chevy Silverado under-seat rear storage box; features sliding drawer on DS and electronics box w/hinged lid on PS (Silverado requires mount bracket AC-SB-CHV19-MNT)		839.0000	1,678.00
2	2	Y	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: HITC		40.0000	80.00
2	2	Y	TES-338265 TESSCO ANTENNA 3/4" Mount, 25' RG58/U Mini-UHF loose Warehouse: HITC MFG PART #: NMO-60-300-M1-N		30.0000	60.00
2	2	Y	204468 TESSCO 760-870 MHz Phantom Antenna, 3 dBi Warehouse: HITC		60.0000	120.00
2	2	Y	5025B BlueSea 6 Circuit ST Fuse Block w/ Cover & Ground Bus Warehouse: HITC		50.0000	100.00
2	2	Y	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: HITC		60.0000	120.00

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**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	588942-E
<b>Customer No.</b>	GALVCO

## Bill To

GALVESTON COUNTY  
 722 Moody Ave Fl 5  
 Galveston, TX 77550

## Ship To

(For Pickup)  
 HITCHCOCK TX WAREHOUSE  
 8315 FM 2004  
 HITCHCOCK, TX 77563

**Contact:** \*\*SEE NOTES\*\*  
**Telephone:** 409-770-5371

**Contact:** KENNY TAYLOR  
**Telephone:** 832-540-9161

**E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.GOV

**E-mail:**

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/06/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Blake Hadsell		Kenny Taylor- Hitchcock		SMITTY HILL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	CUSTOMER SUPPLIED CUSTOMER SUPPLIED EQUIPMENT Warehouse: HITC MOTOROLA CAMERA SYSTEM (INCLUDING ALL MOUNTS AND CABLES)		0.0000	0.00
2	2	Y	MOTOROLA APX 6500 (INCLUDING SPEAKER AND ALL CABLES) INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: HITC LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****		550.0000	1,100.00
2	2	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: HITC  Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities  Quote Good for 30 Days		3,950.0000	7,900.00

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<b>Subtotal</b>	39,394.36
<b>Freight</b>	1,250.00
<b>Order Total</b>	40,644.36

# The Interlocal Purchasing System

Purchasing Made Personal



Printed 18 August 2025

www.danasafetysupply.com



**Dana Safety Supply**

**EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR TIPS  
CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT**

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	500 S Edwardia Dr	NAME Charlie Martin
CITY	Greensboro	PHONE (866) 839-8477
STATE	NC	FAX (866) 839-8472
ZIP	27409	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N

HUB: N

## **SERVING STATES**

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VI | VA | WA | WI | WY | PR

## **Overview**

*Dana Safety Supply, Inc. is a leading supplier of safety equipment, supplies, and services, primarily serving public safety professionals such as law enforcement, fire departments, and emergency responders. Founded in 2005, the company operates nationwide, providing a range of specialized products and services designed to enhance the safety, efficiency, and effectiveness of emergency responders. Vendor's Goods and Services (Focus on Safety Equipment, Supplies, and Services): Emergency Vehicle Equipment: Dana Safety Supply offers a wide variety of emergency lighting solutions such as LED light bars, sirens, and other vehicle-specific lighting and signaling equipment. These products are crucial for ensuring visibility and safety in emergency situations. Personal Protective Equipment (PPE): The company supplies PPE including body armor, tactical uniforms, protective vests, and helmets to ensure the safety of public safety professionals during high-risk operations. Tactical Gear: Dana Safety Supply provides tactical gear for law enforcement and first responders. This includes items such as holsters, duty belts, flashlights, gloves, and fire-resistant clothing, all designed to provide functionality and protection in demanding environments. Ballistic Glass Solutions: The company also specializes in ballistic glass for vehicle armoring, offering solutions like BallisTech™ ballistic glass, which provides enhanced protection for law enforcement vehicles and military personnel against firearms and other threats. Vehicle Upfitting Services: In addition to safety equipment, Dana Safety Supply offers upfitting services to customize and install emergency lights, sirens, and other equipment into vehicles, ensuring that they are fully equipped for emergency response operations. Safety Supplies and Accessories: Dana Safety Supply carries a variety of safety supplies, such as first aid kits, fire suppression systems, reflective vests, and safety cones, all designed to help improve the safety of responders in the field. Conclusion: By offering a comprehensive range of high-quality safety equipment, supplies, and professional services, Dana Safety Supply, Inc. ensures that first responders are equipped with the best tools to protect themselves and perform their duties safely and effectively.*

## AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
240102	Emergency Responder Supplies, Equipment, and Services	03/31/2027	See EDGAR Certification Doc.
250101	Safety Equipment, Supplies and Services	03/31/2028	See EDGAR Certification Doc.
250106	Technology Solutions Products and Services	05/31/2030	See EDGAR Certification Doc.

## CONTACTS BY CONTRACTS

### 240102

Jonathan Sizemore	Bids & Contracts	(813) 348-4866	bids@danasafetysupply.com
Mark Sevigny	Bids & Contracts	(813) 348-4866	bids@danasafetysupply.com

### 250101

Jonathan Sizemore	Manager	(813) 348-4866	tips@danasafetysupply.com
Jonathan Sizemore	Manager	(813) 348-4866	tips@danasafetysupply.com

### 250106

Jonathan Sizemore	Bids	(813) 348-4866	tips@danasafetysupply.com
Mark Sevigny	Manager	(813) 348-4866	bids@danasafetysupply.com

# The Interlocal Purchasing System

Purchasing Made Personal



Printed 18 August 2025

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STATE	NC	FAX (866) 839-8472
ZIP	27409	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N

HUB: N

## **SERVING STATES**

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VI | VA | WA | WI | WY | PR

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250101	Safety Equipment, Supplies and Services	03/31/2028	See EDGAR Certification Doc.
250106	Technology Solutions Products and Services	05/31/2030	See EDGAR Certification Doc.

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### 250101

Jonathan Sizemore	Manager	(813) 348-4866	tips@danasafetysupply.com
Jonathan Sizemore	Manager	(813) 348-4866	tips@danasafetysupply.com

### 250106

Jonathan Sizemore	Bids	(813) 348-4866	tips@danasafetysupply.com
Mark Sevigny	Manager	(813) 348-4866	bids@danasafetysupply.com

## TIPS VENDOR AGREEMENT

### TIPS RFP 240102 Emergency Responder Supplies, Equipment, 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):

## Dana Safety Supply, Inc

(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](mailto: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](mailto: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 three 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 three-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 "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

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

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

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

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

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

- 15. Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
- 16. Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
- 17. Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
- 18. Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

- 19. Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.
- 20. Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.
- 21. State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.
- 22. Termination.**
- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
  - B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
  - C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
  - D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate

Automobile Liability: \$300,000 Includes owned, hired & non-owned

Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.

Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

- 32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.
- 36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

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

**Preparation:** Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered Sex Offender Restrictions:** For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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

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

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to [tips@tips-usa.com](mailto: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](mailto: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 240102 Emergency Responder**  
**Supplies, Equipment, and Services**

Vendor Name: Dana Safety Supply, Inc

Vendor Address: 7800 Breen Road


City: Houston State: TX Zip Code: 77064

Vendor Authorized Signatory Name: Jonathan Sizemore

Vendor Authorized Signatory Title: Bids & Contracts Administrator

Vendor Authorized Signatory Phone: 813-348-4866

Vendor Authorized Signatory Email: jsizemore@danasafetysupply.com

Vendor Authorized Signature: Jonathan Sizemore  Digitally signed by Jonathan Sizemore  
Date: 2024.02.16 10:25:11 -05'00' Date: 16-February-2024

*(The following is for TIPS completion only)*

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 4/3/2024



**240102**

## **Dana Safety Supply Supplier Response**

### **Event Information**

Number: 240102  
Title: Emergency Responder Supplies, Equipment, and Services  
Type: Request for Proposal  
Issue Date: 1/4/2024  
Deadline: 2/16/2024 03:00 PM (CT)  
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

**IF YOU CURRENTLY HOLDS TIPS CONTRACT 210102 EMERGENCY RESPONDER SUPPLIES, EQUIPMENT, AND SERVICES ("210102"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR EMERGENCY RESPONDER OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 210102.**

**IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 210102 WHICH COVERS ALL OF YOUR EMERGENCY RESPONDER OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE**

## **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

## Dana Safety Supply Information

Contact: Dana Safety Supply  
Address: 4809 Koger Blvd  
Greensboro, NC 27407  
Phone: (813) 348-4866  
Email: msevigny@danasafetysupply.com  
Web Address: www.danasafetysupply.com

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

Jonathan Sizemore  
*Signature*

bids@danasafetysupply.com  
*Email*

Submitted at 2/16/2024 02:46:23 PM (CT)

## Requested Attachments

### Pricing Form 1

240102 Pricing Form 1 - Dana  
Safety Supply.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.

### Vendor Agreement

240102 Vendor Agreement -  
filled.pdf

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

### Pricing Form 2

240102 Pricing Form 2 - Dana  
Safety Supply.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 Agreement Signature Form

240102 Vendor Agreement  
Signature Form - Dana Safety  
Supply.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.

### Current Form W-9

Dana Safety Supply W9 GB  
11.15.2023.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.

### Reference Form

240102 Reference Form - Dana  
Safety Supply.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

240102 Required Confidentiality  
Claim Form - Dana Safety  
Supply.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.

## 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 Logo (Supplemental Vendor Information Only)

DSS BW Logo 02.16.2024.jpg

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

## Disclosure of Lobbying Activities - Standard Form - LLL

No response

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

## Conflict of Interest Questionnaire - Form CIQ

No response

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

## Certificates & Licenses (Supplemental Vendor Information Only)

No response

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

## Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

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

## Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

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

## Response Attachments

### 2023 Dana Safety Supply - Executive\_Summary 12.20.2023 Rev2.pdf

Dana Safety Supply, Inc 2024 Executive Summary V1

## 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?

No

### 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.

Dana Safety Supply is a leading provider of the goods and services that first responders rely upon on a daily basis to perform their duties efficiently. With 38 locations and growing we supply not only the premier brands of vehicle equipment, but also the installation services many agencies nationwide are utilizing. We can also provide turn-key solutions for your growing fleet. DSS does not stop there. We have a growing number of specialists in the tactical and soft goods lines that can assist you with all of your personnel outfitting. This ranges from badges and nameplates, to body armor, boots, duty gear and other uniform needs.

### 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.

Jonathan Sizemore

### 7 Primary Contact Title

Primary Contact Title

Bids & Contracts Administrator

<b>8</b>	<b>Primary Contact Email</b> Please enter a valid email address that will definitely reach the Primary Contact. <input style="width: 90%;" type="text" value="bids@danasafetysupply.com"/>
<b>9</b>	<b>Primary Contact Phone</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).  Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. <input style="width: 150px;" type="text" value="8133484866"/>
<b>10</b>	<b>Primary Contact Fax</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input style="width: 150px;" type="text" value="No response"/>
<b>11</b>	<b>Primary Contact Mobile</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input style="width: 150px;" type="text" value="No response"/>
<b>12</b>	<b>Secondary Contact Name</b> Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract. <input style="width: 90%;" type="text" value="Mark Sevigny"/>
<b>13</b>	<b>Secondary Contact Title</b> Secondary Contact Title <input style="width: 90%;" type="text" value="Bids &amp; Contracts Manager"/>
<b>14</b>	<b>Secondary Contact Email</b> Please enter a valid email address that will definitely reach the Secondary Contact. <input style="width: 90%;" type="text" value="bids@danasafetysupply.com"/>
<b>15</b>	<b>Secondary Contact Phone</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).  Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. <input style="width: 150px;" type="text" value="8133484866"/>
<b>16</b>	<b>Secondary Contact Fax</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input style="width: 150px;" type="text" value="No response"/>

<b>1</b> <b>7</b>	<b>Secondary Contact Mobile</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input style="width: 90%;" type="text" value="No response"/>
<b>1</b> <b>8</b>	<b>Administration Fee Contact Name</b> Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract. <input style="width: 90%;" type="text" value="Joan Miller"/>
<b>1</b> <b>9</b>	<b>Administration Fee Contact Email</b> Please enter a valid email address that will definitely reach the Administration Fee Contact. <input style="width: 90%;" type="text" value="ap@danasafetysupply.com"/>
<b>2</b> <b>0</b>	<b>Administration Fee Contact Phone</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input style="width: 90%;" type="text" value="8008450045"/>
<b>2</b> <b>1</b>	<b>Purchase Order and Sales Contact Name</b> Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract. <input style="width: 90%;" type="text" value="Michael Jones"/>
<b>2</b> <b>2</b>	<b>Purchase Order and Sales Contact Email</b> Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact. <input style="width: 90%;" type="text" value="mjones2@danasafetysupply.com"/>
<b>2</b> <b>3</b>	<b>Purchase Order and Sales Contact Phone</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input style="width: 90%;" type="text" value="2816594322"/>
<b>2</b> <b>4</b>	<b>Company Website</b> Company Website (Format - www.company.com) <input style="width: 90%;" type="text" value="www.danasafetysupply.com"/>
<b>2</b> <b>5</b>	<b>Entity D/B/A's and Assumed Names</b> You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.  In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award. <input style="width: 90%;" type="text" value="No response"/>
<b>2</b> <b>6</b>	<b>Primary Address</b> Primary Address <input style="width: 90%;" type="text" value="7800 Breen Road"/>

<b>27</b>	<b>Primary Address City</b> Primary Address City <input style="width: 90%;" type="text" value="Houston"/>
<b>28</b>	<b>Primary Address State</b> Primary Address State (2 Digit Abbreviation) <input style="width: 90%;" type="text" value="TX"/>
<b>29</b>	<b>Primary Address Zip</b> Primary Address Zip <input style="width: 90%;" type="text" value="77064"/>
<b>30</b>	<b>Search Words Identifying Vendor</b> Please list all search words and phrases to be included in the TIPS database related to your entity. <b><i>Do not</i></b> 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.  <div style="border: 1px solid black; padding: 5px; min-height: 40px;">             body armor, flashlight, uniform, badge, wallet, duty gear, holster, pouch, oc, pepper spray, LED, lightbar, light bar, console, partition, cage, K9, lights, bumper, pushbumper, computer stand, first aid, ballistic, helmet, tactical, fire hose, nozzle, cuff, vehicle storage, weapon vault, locker, docking station, cradle, optics,           </div>
<b>31</b>	<b>Certification of Vendor Residency (Required by the State of Texas)</b> Does Vendor's parent company or majority owner:  (A) have its principal place of business in Texas; <b>or</b> (B) employ at least 500 persons in Texas?  Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.  <input style="width: 100px;" type="text" value="No"/>
<b>32</b>	<b>Vendor's Principal Place of Business (City)</b> In what city is Vendor's principal place of business located? <input style="width: 90%;" type="text" value="Greensboro"/>
<b>33</b>	<b>Vendor's Principal Place of Business (State)</b> In what state is Vendor's principal place of business located? <input style="width: 90%;" type="text" value="NC"/>
<b>34</b>	<b>Vendor's Years in Business</b> How many years has the business submitting this proposal been operating in its current capacity and field of work? <div style="border: 1px solid black; display: inline-block; padding: 2px 10px;">14</div>

3  
5**Certification Regarding Entire TIPS Agreement**

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

Does Vendor agree?

Yes, Vendor agrees

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

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

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

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

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

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

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

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

0.5%

**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, Vendor agrees

**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?

Yes, Vendor agrees

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 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  
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 certify4  
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

50

**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?

51

**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

52

**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

53

**Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

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

Does Vendor certify?

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

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

When applicable, does Vendor certify?

5  
5**Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)**

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

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

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

When applicable, does Vendor certify?

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

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

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

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

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

When applicable, does Vendor certify?

Yes, Vendor certifies

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

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

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

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

When applicable, does Vendor certify?

Yes, Vendor certifies

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

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

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

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

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

When applicable, does Vendor certify?

Yes, Vendor certifies

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**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?

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.

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**Regulatory Good Standing Certification**

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

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

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### 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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### 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, Vendor certifies

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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?

Yes, I certify - NONE (Section A)

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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?

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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?

Yes, Vendor agrees

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

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

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

Does Vendor agree?

Yes, Vendor agrees

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

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

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

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

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

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

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

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

Yes, Vendor certifies - NO Reportable Lobbying

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**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 CFR Part 200 or Federal Provision - Federal Rule**

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

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

Does vendor certify compliance?

Yes, Vendor certifies

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

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

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

Yes, Vendor certifies

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## 2 CFR Part 200 or Federal Provision - Rights to Inventions

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

Yes, Vendor certifies

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

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

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

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

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

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

Does Vendor Certify?

Yes, Vendor certifies

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

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

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

Does vendor certify?

Yes, Vendor certifies

**8 7 2 CFR Part 200 or Federal Provision - Contract Cost & Price**

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

Does Vendor certify?

Yes, Vendor certifies

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

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

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

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

**8 9 2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance**

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

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

Does Vendor certify?

Yes, Vendor certifies

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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, Vendor certifies

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**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

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

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

Does Vendor certify?

Yes, Vendor certifies

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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?

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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 TIPS 240102 Emergency Responder Supplies, Equipment, and	Dana Safety Supply, Inc
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### TIPS REFERENCE FORM

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

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

Customer Entity Name	Customer Contact Name	Valid Contact Email	Valid Contact Phone
Fulton County Sheriff's Office	Noel Blake	<a href="mailto:noel.blake@fultoncountyga.gov">noel.blake@fultoncountyga.gov</a>	404-277-1596
Cobb County Sheriff's Office	Alex Juedes	<a href="mailto:gregory.juedes@cobbcounty.org">gregory.juedes@cobbcounty.org</a>	770-499-7643
Manatee County Sheriff's Office	Jacob Nall	<a href="mailto:j.nall@manateesheriff.com">j.nall@manateesheriff.com</a>	941-747-3011
Fort Worth Police Department	Vincent Brown	<a href="mailto:vincent.brown@fortworthtexas.gov">vincent.brown@fortworthtexas.gov</a>	817-392-4674
BuyBoard, TASB	Connie Burkett	<a href="mailto:connie.burkett@tasb.org">connie.burkett@tasb.org</a>	800-695-2919 x7152
Jacksonville Fire Department	Captain Scott Miller	<a href="mailto:scottcm@coj.net">scottcm@coj.net</a>	904-255-3570
United States Marshal's Service	Marco Bazan	<a href="mailto:marco.bazan@usdoj.gov">marco.bazan@usdoj.gov</a>	202-590-0916
State of Texas DPS	Major James Bruce	<a href="mailto:bruce.james@dps.texas.gov">bruce.james@dps.texas.gov</a>	512-424-2114

## REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Dana Safety Supply, Inc

Vendor Authorized Signatory Name: Jonathan Sizemore

Vendor Authorized Signatory Title: Bids & Contracts Administrator

Vendor Authorized Signatory Email: jsizemore@danasafetysupply.com

Vendor Address: 7800 Breen Road

City: Houston State: TX Zip Code: 77064

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: Jonathan Sizemore  
Digitally signed by Jonathan Sizemore  
Date: 2024.02.16 09:17:42 -05'00'



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*10.**

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### **Contract Approval Request Form**

#### **To Be Completed by Requesting Department (#1-21)**

- 1) **Date of Request:** 8/12/2025
- 2) **Contract Type:** Expense
- 3) **Renewal Contract:** No
- 4) **Department Name:** Sheriff's Office
- 5) **Department Contact:** Clayton Pope
- 6) **Description:** M-VAC Forensic DNA Collection System
  
- 7) **PEID No:** 724347
- 8) **Req No:**
- 9) **Orgkey:** 2892-211101
- 10) **Object Code:** 5700000
- 11) **Vendor:** M-VAC Systems Inc.
- 12) **Vendor Contract No:**

#### **Expenditure Budget/Revenue Projections**

- 13) **Fund Name:** Sheriff Admin
- 14) **Fund #:** 2892-211101
- 15) **Current Year Budgeted:** \$50,997.00
- 16) **Current Year Projected:** \$50,997.00
- 17) **Year 2:**
- 18) **Year 3:**
- 19) **Year 4:**
- 20) **Year 5:**
- 21) **Totals:**

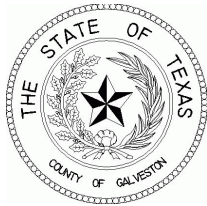
#### **To Be Completed by Purchasing Department**

- 22) **Contract Start Date:** 8/29/2025
- 23) **Auto Renewal Contract:** No
- 24) **Bid No:** N/A
- 25) **Contract End Date:** 8/30/2026
- 26) **Contract # Issued by Purchasing Department:** 232438

**NOTES:** Sole Source - HB1295 Requested

### Approval History

Seq #	Approver	Action	Action Date
1	Jimmy Fullen	Approve	8/14/25 8:29 am
2	Melissa Fleming	Approve	8/14/25 1:07 pm
3	Veronica Van Horn	Approve	8/14/25 2:22 pm
4	Diana Huallpa	Approve	8/18/25 3:02 pm
5	Sergio Cruz	Approve	8/18/25 3:18 pm
6	Veronica Van Horn	Approve	8/18/25 3:33 pm



## THE COUNTY OF GALVESTON

VERONICA VAN HORN  
INTERIM PURCHASING AGENT

COUNTY COURTHOUSE  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor, Purchasing  
GALVESTON, TEXAS 77550  
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB  
ASST. PURCHASING AGENT

August 29, 2025

Honorable County Judge  
Honorable County Commissioners' Court  
Galveston County Courthouse  
Galveston, Texas 77550

**RE: Consideration of Sole Source Discretionary Exemption – M-Vac System**

Gentlemen,

It is requested that the Commissioners' Court grant a Discretionary Exemption as referenced in Local Government Code section 262.024 (a)(7)(A), an item that can be obtained from only one source including items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, to purchase the following:

M-Vac System used for forensic DNA collection

The item is a law enforcement-specific forensic investigative tool (equipment) that is not available on any purchasing cooperative and is a sole source. The purchase will be reimbursed 100% through the Operation Lone Star Grant FY25.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Veronica Van Horn  
Interim Purchasing Agent

February 4, 2025

To Whom It May Concern:

This correspondence is to verify that M-Vac Systems, Inc. is the sole manufacturer and supplier of the M-Vac system, a wet-vacuum based surface sampling system primarily used for forensic DNA collection. The M-Vac is a unique wet-vacuum DNA collection system. All customers worldwide - private, industry, government or otherwise - are offered the M-Vac System and its components exclusively through M-Vac Systems, Inc. as the sole source manufacturer. M-Vac Systems is the sole possessor of the trade secrets, intellectual property and manufacturing systems used to provide the M-Vac and its associated supplies. In addition, there are no authorized re-sellers in the US and all US based purchases must be direct with M-Vac Systems, Inc. This also includes all M-Vac System specific training.

If there are any questions or concerns regarding this equipment or M-Vac Systems Inc., please feel free to contact me at any time.

Sincerely,



Wayne Carlsen  
Chief Operating Officer  
M-Vac System, Inc.



640 West Sandy Pkwy  
Sandy, Utah 84070  
Phone: (801) 523-3962

## Sales Quote

Date	Quote No.
7/31/2025	W250731-1

### Name / Address:

Galveston County Sheriff's Office c/o Sgt Christopher Ham 601 54th St Galveston, TX 77551	
Telephone #	409-766-2327

### Ship To:

Galveston County Sheriff's Office c/o Sgt Christopher Ham 601 54th St Galveston, TX 77551	
----------------------------------------------------------------------------------------------------	--

P.O. No.	Due Date	Sales Rep
		Wayne Carlsen

Item	Description	Ordered	Rate	Amount
SEC 100	SEC - Field Unit	1	\$45,500.00	\$45,500.00
M-Vac 100-Case	M-Vac and Sampling Head - 10/cs	2	\$850.00	\$1,700.00
SRS 1000-Case	Sterile Solution - 1 Liter - 10/cs	1	\$270.00	\$270.00
Filter 100-Case	Sterile Filter Unit 0.45 µm, 250 mL PES - 12/cs	3	\$239.00	\$717.00
TB 05	SEC Extension Tubing 5 ft	5	\$37.00	\$185.00
TB 10	SEC Extension Tubing 10 ft	1	\$57.00	\$57.00
TB 15	SEC Extension Tubing 15 ft	1	\$78.00	\$78.00
MVH	M-Vac Sampling Harness	1	\$140.00	\$140.00
PF 040	Sterile Pre-Filter, 40 micron	12	\$14.00	\$168.00
PF Shield	Pre-filter Vacuum Shield - Non Sterile	4	\$45.00	\$180.00
Equipment Service	Equipment Service & Maintenance	1	\$1,280.00	\$1,280.00
	<b>Shell Casing Supplies:</b>			
PB-S 100-Case	Plastic Collection Bottle - Sterile - 10/cs	1	\$170.00	\$170.00
SC-NS F100-Case	Non-Sterile Funnel - 12/bag	1	\$107.00	\$107.00
SC-50mL-Pkg	Sterile 50mL Conical Tube - 25/pkg	1	\$35.00	\$35.00
	One-day onsite training for up to six people is included in the purchase of the SEC 100			
	Orders may be emailed to <a href="mailto:forensics@m-vac.com">forensics@m-vac.com</a>			
Customer Email Address		<b>Sub-total</b>		\$50,587.00
Customer Signature	(Email confirmation is acceptable)	<b>Sales Tax</b>	TBD	\$0.00
Comments	Quote is valid for six months and is subject to unexpected market changes.	<b>Shipping &amp; Handling</b>		\$410.00
	Shipping quotes are estimates.	<b>Total</b>		\$50,997.00

ORDER GRANTING DISCRETIONARY EXEMPTIONS

On this, the 29<sup>th</sup> day of August 2025, the **Commissioners' Court of Galveston County, Texas**, convened in a specially scheduled meeting with the following members thereof present:

**Mark Henry, County Judge**  
**Darrell A. Apffel, Commissioner, Precinct No. 1**  
**Joe Giusti, Commissioner, Precinct No. 2**  
**Hank Dugie, Commissioner, Precinct No. 3**  
**Robin Armstrong, MD, Commissioner, Precinct No. 4; and**  
**Dwight Sullivan, County Clerk**

when the following proceedings, among others, were had, to-wit:

**WHEREAS**, Section 262.024, Local Government Code, allows a contract for the purchase of items and an exemption from the requirement established by Section 262.023 if the commissioners court, by order, grants the exemption; and

**WHEREAS**, the Commissioners Court of Galveston County, Texas, wishes to authorize a discretionary exemption under Local Government Code Section 262.024 (a)(7)(A) for an item that can be obtained from only one source. M-Vac Systems, Inc. is the sole manufacturer and supplier of the M-Vac system, a wet-vacuum-based surface sampling system primarily used for forensic DNA collection.

**NOW, THEREFORE, IT IS HEREBY ORDERED BY THE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS THAT:**

1. The Commissioners Court of Galveston County, Texas approves and authorizes a discretionary exemption under Local Government Code Section 262.024 (a)(7)(A) for an item that can be obtained from only one source; and
2. A copy of this Order shall be maintained in the Purchasing Department.

**Upon Motion Duly Made and Seconded**, the above **Order** was passed on this 29<sup>th</sup> day of August 2025.

**Attest:**

**County of Galveston, Texas**

**By:**

\_\_\_\_\_  
**Dwight D. Sullivan, County Clerk**

\_\_\_\_\_  
**Mark A. Henry, County Judge**

\_\_\_\_\_  
**Darrell A. Apffel, Comm., Pct. #1**

\_\_\_\_\_  
**Hank Dugie, Comm., Pct. #3**

\_\_\_\_\_  
**Joe Giusti, Comm., Pct. #2**

\_\_\_\_\_  
**Robin Armstrong, MD, Comm., Pct. #4**



**GALVESTON COUNTY, TEXAS**  
**COMMISSIONERS COURT**

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*11.**

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**Contract Approval Request Form**

**To Be Completed by Requesting Department (#1-21)**

- 1) **Date of Request:** 8/5/2025
- 2) **Contract Type:** Expense
- 3) **Renewal Contract:** No
- 4) **Department Name:** Sheriff's Office
- 5) **Department Contact:** Clayton Pope
- 6) **Description:** Ballistic Recovery System
  
- 7) **PEID No:** 724350
- 8) **Req No:**
- 9) **Orgkey:** 2892-211101
- 10) **Object Code:** 5700000
- 11) **Vendor:** CyberNational Inc.
- 12) **Vendor Contract No:**

**Expenditure Budget/Revenue Projections**

- 13) **Fund Name:** Sheriff Admin
- 14) **Fund #:** 2892-211101
- 15) **Current Year Budgeted:** \$73,385.00
- 16) **Current Year Projected:** \$73,385.00
- 17) **Year 2:**
- 18) **Year 3:**
- 19) **Year 4:**
- 20) **Year 5:**
- 21) **Totals:**

**To Be Completed by Purchasing Department**

- 22) **Contract Start Date:** 8/29/2025
- 23) **Auto Renewal Contract:** No
- 24) **Bid No:** N/A
- 25) **Contract End Date:** 8/28/2026
- 26) **Contract # Issued by Purchasing Department:** 232442

**NOTES:** Sole Source - HB1295 Requested

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Jimmy Fullen	Approve	8/14/25 8:30 am
2	Melissa Fleming	Approve	8/14/25 1:34 pm
3	Veronica Van Horn	Approve	8/14/25 2:22 pm
4	Diana Huallpa	Approve	8/18/25 3:10 pm
5	Sergio Cruz	Approve	8/18/25 3:19 pm
6	Veronica Van Horn	Approve	8/18/25 3:36 pm



## THE COUNTY OF GALVESTON

VERONICA VAN HORN  
INTERIM PURCHASING AGENT

COUNTY COURTHOUSE  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor, Purchasing  
GALVESTON, TEXAS 77550  
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB  
ASST. PURCHASING AGENT

August 29, 2025

Honorable County Judge  
Honorable County Commissioners' Court  
Galveston County Courthouse  
Galveston, Texas 77550

**RE: Consideration of Sole Source Discretionary Exemption – CyberNational, Inc.**

Gentlemen,

It is requested that the Commissioners' Court grant a Discretionary Exemption as referenced in Local Government Code section 262.024 (a)(7)(A), an item that can be obtained from only one source including items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, to purchase the following:

Bullet Recovery Systems by Cybernational, Inc.

The item is a law enforcement-specific forensic investigative tool (equipment) that is not available on any purchasing cooperative and is a sole source. The purchase will be reimbursed 100% through the Operation Lone Star Grant FY25.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Veronica Van Horn  
Interim Purchasing Agent



Captain Clayton Pope  
Galveston County Sheriff's Office  
Crime Scene Investigation Unit  
601 54<sup>th</sup> Street  
Galveston, TX 77551

August 5, 2025



## RE: Sole Source Vendor Status- Bullet Recovery Systems

CyberNational, Inc. has been selected as a sole source supplier of the BULLET RECOVERY SYSTEMS for several municipalities and government agencies. Selection of our company was based on our provision of several unique safety, construction and convenience features not available on other equipment.

The following are some of the agencies that chose to waive the bidding process:

- *CO Bureau of Investigation*
- *Metropolitan Nashville PD*
- *Jacksonville Sheriff's Office*
- *California Dept. of Justice-Riverside*
- *Ft Myers, FL*
- *State of Minnesota-2 Labs*
- *Hennepin County Sheriff, Minneapolis*
- *Oregon State Police, 2 Labs*
- *Greenville, NC*
- *City of Long Beach, CA*
- *Arkansas State Crime Lab-Little Rock*
- *TBI-Memphis*
- *New Orleans Police Department*
- *Richland County Sheriff, Columbia, Sc*
- *Stockton PD, CA*
- *Georgia Bureau of Investigation, 3 Labs*
- *New Mexico State Crime Lab*
- *Montgomery County Sheriff-Conroe, TX*

The following summarizes the features that to date have been unavailable on other equipment. Many thanks for your interest in our products and services.

### Construction/Performance Comparisons

1. The CyberNational unit has up to 3/8" and 1/4" plate Stainless Steel, a safety margin over those systems providing only 3/16" plate thickness, which is 25% less steel, less strength, less resistance to bowing under shock, less penetration resistance. Additionally, each abutment on our system is welded four times-MIG inside and outside, and TIG inside and outside. This significantly enhances the strength of the vessel and assures long-term leak-proof performance. **No other manufacturer incorporates this detail into their construction process.**
2. CyberNational provides a 167 lb., 11 ga. Stainless Steel, automated lid. Enhancing safety and reducing operator workload. The full-size lid is actuated by two industrial-grade pneumatic cylinders that place 700 pounds of down force on the lid verses a motor-driven device. This ensures the lid stays down and **no test fired projectiles will leave the tank**. The core benefit of this configuration is its ability to repeatedly absorb very high-energy impulse events without damage to the lifting mechanism. This contrasts sharply with the motor-driven devices. Those devices are geared mechanisms whereby lifting, lowering and shock absorption rely upon the engagement of two plastic teeth in each motor.

1512 Sarah Court Murfreesboro TN 37129 615-893-1099 Fax 615-895-2133

3. CyberNational custom builds a **Safety Shooting Platform** designed specifically for use with our Bullet Recovery System.
4. CyberNational provides a brass catcher for use when firing semi-automatic weapons. This time-proven device attaches to the shooting port and captures ejected brass, insuring against the loss of valuable evidence.
5. CyberNational's Bullet Recovery System will fully contain water under all firing conditions. CyberNational's system is **proof-tested to 13,000 ft-lbs. (50 BMG)** before leaving our facility. We isolate the utility components of the system on its own platform so there is no damage to the electrical or plumbing. **No other manufacturer incorporates this detail into their construction process.**
6. The CyberNational system provides an integrated HEPA-grade filtration and High-Pressure Blower System, ensuring the examiner is not exposed to lead and particulates, with the added benefit that no alteration to the building ventilation and conditioning systems is required. The added advantage of filtering vs. discharging to outside atmosphere is that no building make-up air is required, and therefore no heating/cooling losses are incurred. The high-pressure blower is rated at 550 CFM @ 4" static pressure.
7. CyberNational provides an integral skimmer to rapidly clear surface scum, also enhancing visibility. All plumbing and piping are constructed of stainless steel.
8. CyberNational's underwater lighting is custom built and comprised of 120 high-intensity Light Emitting Diodes (LED's) that are significantly more shock-resistant and longer-lived. No other tank manufacturer offers this Solid-State LED interior lighting.
9. CyberNational is the **only company** that offers a 5-year vessel warranty and a 2-year parts/labor warranty on the Bullet Recovery System. Others only offer a 1-year all over warranty.

### **Remote Firing Platform with Cart Construction/Performance/Safety Features**

1. This remote cart is capable of adjusting within seconds to any size firearm, from 50 Cal. BMG to pocket Derringer without having to disassemble the firearm or any part of the remote cart.
2. The cart is proof-tested through 50 Cal. (BMG) before leaving the manufacturing facility.
3. The fixture is open down the center of the platform therefore allowing semi-auto weapons to be test fired with full magazine in place.
4. The platform is mounted on a custom designed cart, dimensions based on the set-up for the Bullet Recovery System.

5. The fixture includes drop-in grip extender, which doubles the gripping area for rifle stocks.
6. Simple lever switch actuates a pneumatic cylinder and soft rubber gripper to hold buttstock or handgun grips w/192 lbs force.
7. Best feature is sheer simplicity. **Simple drop-in-place installation.** Hand knobs provided for adjustment. No tools required.

Note: System may be customized to specific requirements.

CyberNational has been manufacturing Ballistic Equipment, Bullet Recovery Systems, since 1994. We have over 450 units in operation throughout our last 28 years. CyberNational is the sole distributor/manufacturer of this Ballistic equipment. We do not use distributors. Our federal ID # is 62-1312769.



Thanks,

*Karen Montgomery*

Karen Montgomery  
Product Manager for Forensic Sales

Mailing Address: CyberNational, Inc.  
P.O. Box 1814, Murfreesboro, TN 37133-1814

## QUOTATION

**Captain Clayton Pope**  
**Galveston County Sheriff's Office**  
**Crime Scene Investigation Unit**  
**601 54<sup>th</sup> Street**  
**Galveston, TX 77551**



**August 5, 2025**



### **Bullet Recovery System - 48" HIGH SYSTEM**

This model has a footprint of 11'5" long by 3' 6" wide. The containment vessel is 96" long, 28" wide and 48" high. A self-contained, modular unit, all-stainless containment vessel constructed of Tank bottom and target end shall be 3/8" Stainless Steel, with all remaining sides a minimum of 1/4" Stainless Steel 1/4" plate **Stainless Steel**, with **every abutment welded 4 times-TIG** inside & outside and MIG inside & outside to assure a **lifetime of leak-free service**.

Includes utility hookup, warranty, start-up, personnel training and a detailed Operating Guide.

### **OPTIONS INCLUDED:**

6" diameter shooting-port	Vacuum Retrieval
Interior HDPE mat	Surface Skimmer
Commercial-grade Water Pump	High-performance Cartridge Filter
Automated Lid Opening System	High Pressure Blower

### **OPTIONS ADDED**

Solid State LED Interior Light	\$760.00
HEPA Air Filtration	\$1,825.00
Brass Catcher	\$325.00
Remote Firing Platform with Portable Cart	\$4,395.00
Safety Shooting Platform – fixed Height	\$3,160.00

Bullet Recovery System Price \$70,460.00

SHIPPING/HANDLING (Galveston, TX) \$2,925.00

**Total System Price.....\$73,385.00 USD**

20% down and 70% on delivery and balance upon installation.

Delivery – 120-150 days after receipt of order - Quote valid 60 days.

You will have to unload the equipment and place it within the facility.

### **Your Responsibility**

You will have to unload the equipment and place it within the facility. Equipment weight is approx. 5000 lbs. To offload equipment from flatbed truck, Forklift or overhead crane with slings.

You will have to stub water, electrical and drain lines for the equipment.

Electrical is Fused/Breaker w/disconnect, 115 VAC, 30 Amps, 60 Hz. Water is 3/4" Brass BALL valve, FPT, with water @ city pressure (30-60 psig). Drain connection is 1 ½ inch.

### **Our Responsibility**

CyberNational will complete the utility hookups and perform the start-up operations. We will provide up to two days training for lab personnel.

### **Performance Warranty**

*CyberNational warrants the performance of its Bullet Recovery System to meet the specifications as provided in our description. CyberNational will make any such changes or modifications required to meet those specifications at no charge to your company. However, if your requirements change after the hardware design has been finalized; there will be a charge to make those changes.*

### **Equipment Warranty**

*CyberNational warrants all equipment it manufactures to be free of manufacturing defects for a period of two years from the date the equipment is placed into service. Bullet Recovery Vessel is warranted against leaks due to manufacturing defects for a period of five years. Major defects, e.g. tank leaks or control or system operational failures, will be repaired on-site. Minor defects, e.g. contactor, pump or compressor will be repaired or replaced at no charge to the customer when returned pre-paid to our facility. CyberNational will repair/replace and return the equipment at our expense.*

*This warranty excludes any equipment damaged through lightning or improper incoming power, floods or other acts of God, physical abuse or improper maintenance.*

*CyberNational's sole responsibility is to repair or, at its option, replace any such failed equipment.*

### **Indemnity**

~~Each party shall defend, indemnify, and hold harmless the other party, its divisions, employees, officers and agents from any and all claims, demands, causes of action, losses, damages, liabilities, costs and/or expenses asserted against or incurred by the indemnified parties, its divisions, employees, officers and agents, arising out of, based upon, occasioned by, or in relation to the performance of this agreement, excepting those arising from grossly negligent acts or the willful misconduct of the indemnified party. This obligation to indemnify shall survive termination or expiration of this Agreement.~~

### **Certification:**

*This CyberNational system will fully contain water under all firing conditions. CyberNational's system is proof-tested to 13,000 ft-lbs. (50 BMG) before leaving our facility. This Bullet Recovery System vessel is fabricated with 3/8" to 1/4" stainless steel thickness on all sides and bottom. This is 25% more steel than the 3/16" stainless steel tanks, more strength, more resistance to bowing under shock, more penetration resistance.*



ORDER GRANTING DISCRETIONARY EXEMPTIONS

On this, the 29<sup>th</sup> day of August 2025, the **Commissioners' Court of Galveston County, Texas**, convened in a specially scheduled meeting with the following members thereof present:

**Mark Henry, County Judge**  
**Darrell A. Apffel, Commissioner, Precinct No. 1**  
**Joe Giusti, Commissioner, Precinct No. 2**  
**Hank Dugie, Commissioner, Precinct No. 3**  
**Robin Armstrong, MD, Commissioner, Precinct No. 4; and**  
**Dwight Sullivan, County Clerk**

when the following proceedings, among others, were had, to-wit:

**WHEREAS**, Section 262.024, Local Government Code, allows a contract for the purchase of items and an exemption from the requirement established by Section 262.023 if the commissioners court, by order, grants the exemption; and

**WHEREAS**, the Commissioners Court of Galveston County, Texas, wishes to authorize a discretionary exemption under Local Government Code Section 262.024 (a)(7)(A) for an item that can be obtained from only one source. CyberNational, Inc. is the sole supplier of Bullet Recovery Systems based on unique safety and construction features not available on other equipment.

**NOW, THEREFORE, IT IS HEREBY ORDERED BY THE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS THAT:**

1. The Commissioners Court of Galveston County, Texas approves and authorizes a discretionary exemption under Local Government Code Section 262.024 (a)(7)(A) for an item that can be obtained from only one source; and
2. A copy of this Order shall be maintained in the Purchasing Department.

**Upon Motion Duly Made and Seconded**, the above **Order** was passed on this 29<sup>th</sup> day of August 2025.

**Attest:**

**County of Galveston, Texas**  
**By:**

\_\_\_\_\_  
**Dwight D. Sullivan, County Clerk**

\_\_\_\_\_  
**Mark A. Henry, County Judge**

\_\_\_\_\_  
**Darrell A. Apffel, Comm., Pct. #1**

\_\_\_\_\_  
**Hank Dugie, Comm., Pct. #3**

\_\_\_\_\_  
**Joe Giusti, Comm., Pct. #2**

\_\_\_\_\_  
**Robin Armstrong, MD, Comm., Pct. #4**



**GALVESTON COUNTY, TEXAS**  
**COMMISSIONERS COURT**

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*12.**

---

**Contract Approval Request Form**

**To Be Completed by Requesting Department (#1-21)**

- 1) **Date of Request:** 8/13/2025
- 2) **Contract Type:** Expense
- 3) **Renewal Contract:** No
- 4) **Department Name:** Sheriff's Office
- 5) **Department Contact:** Clayton Pope
- 6) **Description:** 2025 Harley-Davidson model FLHTP
  
- 7) **PEID No:** 724357
- 8) **Req No:**
- 9) **Orgkey:** 2891-211101 and 2242-211101
- 10) **Object Code:** 5700000
- 11) **Vendor:** Teddy Morse's Cowboy Harley Davidson
- 12) **Vendor Contract No:**

**Expenditure Budget/Revenue Projections**

- 13) **Fund Name:** Sheriff Admin
- 14) **Fund #:** 2892-211101 and 2242-211101
- 15) **Current Year Budgeted:** \$58,494.48
- 16) **Current Year Projected:** \$58,494.48
- 17) **Year 2:**
- 18) **Year 3:**
- 19) **Year 4:**
- 20) **Year 5:**
- 21) **Totals:**

**To Be Completed by Purchasing Department**

- 22) **Contract Start Date:** 8/29/2025
- 23) **Auto Renewal Contract:** No
- 24) **Bid No:** N/A
- 25) **Contract End Date:** 8/28/2026
- 26) **Contract # Issued by Purchasing Department:** 232461

**NOTES:** Discretionary Exemption

### Approval History

Seq #	Approver	Action	Action Date
1	Jimmy Fullen	Approve	8/14/25 8:30 am
2	Melissa Fleming	Approve	8/14/25 2:23 pm
3	Veronica Van Horn	Approve	8/14/25 6:09 pm
4	Diana Huallpa	Approve	8/18/25 4:06 pm
5	Sergio Cruz	Approve	8/19/25 5:21 pm
6	Veronica Van Horn	Approve	8/19/25 5:52 pm



## THE COUNTY OF GALVESTON

VERONICA VAN HORN  
INTERIM PURCHASING AGENT

COUNTY COURTHOUSE  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor, Purchasing  
GALVESTON, TEXAS 77550  
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB  
ASST. PURCHASING AGENT

August 29, 2025

Honorable County Judge  
Honorable County Commissioners' Court  
Galveston County Courthouse  
Galveston, Texas 77550

**RE: Consideration of Discretionary Exemption – 2025 Harley-Davidson model FLHTP**

Gentlemen,

It is requested that the Commissioners' Court grant an exemption as referenced in Local Government Code section 262.024 (a)(2), Discretionary Exemptions, an item necessary to preserve or protect the public health or safety of the residents of the county, to purchase the following:

2025 Harley-Davidson model FLHTP

Law enforcement vehicles remain challenging to procure, and this specific model is being phased out. Its successor is expected to cost roughly \$10,000 more, further complicating budget considerations. The purchase will be for 3 models, one will be reimbursed 100% through the Operation Lone Star Grant FY25, and two will be purchased from asset forfeiture funds.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Veronica Van Horn  
Interim Purchasing Agent

Date:

## VEHICLE BUYER'S ORDER

Buyer Name and Address	Co-Buyer Name and Address	Seller/Dealer Name and Address
GALVESTON COUNTY SHERIFF'S OFFICE 601 54th ST GALVESTON, TX 77551 County: GALVESTON Email: Clayton.Pope@GalvestonCountyTX.gov Phone: Cell: 409-342-4423	N/A  County: Email: Phone: Cell:	Teddy Morse's Cowboy Harley-Davidson of Austin 10917 IH-35 South Austin, TX 78747  Salesperson: Brent Johnstone  Deal Number:

**Agreement to Purchase.** Buyer and Co-Buyer agree to buy the vehicle described below ("Vehicle") from Seller/Dealer. By signing this Buyer's Order ("Agreement"), you choose to buy the Vehicle for the amount and on the terms on all pages of this Agreement. "Buyer", "your" and "you" refer to the above Buyer and Co-Buyer, separately and together. "Seller/Dealer", "we," "us," and "our" refer to the above Seller/Dealer. In this Agreement, (e) means an estimate.

VEHICLE DESCRIPTION					
Year	Make	Model	Mileage	Vehicle Identification Number	
2025	HD	FLHTP	3	TBD	
New/Used	Prior Use	Color	Body	Stock Number	
New		BIRCH WHITE	MC	25FLHTP	
<b>Insurance Information.</b> You have arranged the following insurance on the Vehicle: Insurance Company: _____ Policy Number: _____ Effective Date: _____ Exp. Date: _____					

TRADE-IN VEHICLE 1				ITEMIZATION OF SALE	
YR.	MAKE	MODEL	BODY STYLE	Price of Vehicle (including Freight, Handling & Delivery)	\$ 18,379.00
COLOR	TRIM	MILEAGE		ADDITIONAL ITEMS	
VIN	TRADE-IN ALLOWANCE \$				
TITLE NO.	PLATE NO.	EXP. DATE			
OWNER	ACCT. NO.				
LIENHOLDER	PHONE				
ADDRESS	SPOKE WITH				
PAYOFF AMOUNT \$ (e)	GOOD THROUGH	VERIFIED BY		Maintenance	0.00
TRADE-IN VEHICLE 2				GAP	0.00
YR.	MAKE	MODEL	BODY STYLE	Theft	0.00
COLOR	TRIM	MILEAGE		Freight	875.00
VIN	TRADE-IN ALLOWANCE \$			Assembly & Dealer Prep	0.00
TITLE NO.	PLATE NO.	EXP. DATE			0.00
OWNER	ACCT. NO.			TAXES	
LIENHOLDER	PHONE			Sales Tax	0.00
ADDRESS	SPOKE WITH			Other Tax (Describe)	
PAYOFF AMOUNT \$ (e)	GOOD THROUGH	VERIFIED BY			
By initialing below, you represent that you have thoroughly inspected the Vehicle and approve and accept it. You had an opportunity to have the Vehicle inspected by a third party of your choice and at your expense. You are purchasing the Vehicle based on your inspection. You are not relying on any opinion, statement, or promise of the Seller/Dealer or its employees that is not contained in the written agreements you are signing today.				TITLE, LICENSE & OTHER FEES	
				Title Fee	0.00
Buyer's Initials _____ Co-Buyer's Initials _____				Registration Fee	12.50
*A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.  UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ESTE PODRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACION EN RELACION CON LA VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACION SE EXIGE POR LEY.				Electronic Filing Fee*	0.00
				*Documentary Fee*	199.85
				**Dealer's Inventory Tax*	31.81
				State Inspection	0.00
				Tire & Wheel	0.00
				Appearance	0.00
				Wear Care	0.00
				Battery Plan	0.00
				SUBTOTAL	\$ 19,498.16

<b>Warranty Information</b>																															
<input type="checkbox"/> <b>Vehicle Manufacturer Warranty.</b> The Vehicle is subject to an express warranty made by the Manufacturer. It is a standard written manufacturer's warranty and made by the Manufacturer and not by the Seller/Dealer. By signing this Agreement, each Buyer acknowledges receiving a copy of it.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Trade-in Vehicle 1 Allowance</td><td></td></tr> <tr><td>Trade-in Vehicle 2 Allowance</td><td></td></tr> <tr><td>Trade-in Vehicles 1 and 2 Payoff Balance (e)</td><td style="text-align: right;">0.00</td></tr> <tr><td><b>NET TRADE-IN</b> (If negative, enter \$0 here and enter amount on Trade-in Balance Owing line.)</td><td style="text-align: right;">0.00</td></tr> <tr><td>Cash Deposit</td><td style="text-align: right;">0.00</td></tr> <tr><td>Additional Cash Down Payment on Delivery</td><td style="text-align: right;">0.00</td></tr> <tr><td>Manufacturer's Rebate</td><td style="text-align: right;">0.00</td></tr> <tr><td>Deferred Down Payment</td><td></td></tr> <tr><td>Other Credit (Describe)</td><td></td></tr> <tr><td>Other Credit (Describe)</td><td></td></tr> <tr><td>Other Credit (Describe)</td><td></td></tr> <tr><td>Other Credit (Describe)</td><td></td></tr> <tr><td><b>TOTAL CREDITS</b></td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>Trade-in Balance Owing</td><td style="text-align: right;">0.00</td></tr> <tr><td><b>TOTAL BALANCE DUE</b></td><td style="text-align: right;">\$ 19,498.16</td></tr> </table>	Trade-in Vehicle 1 Allowance		Trade-in Vehicle 2 Allowance		Trade-in Vehicles 1 and 2 Payoff Balance (e)	0.00	<b>NET TRADE-IN</b> (If negative, enter \$0 here and enter amount on Trade-in Balance Owing line.)	0.00	Cash Deposit	0.00	Additional Cash Down Payment on Delivery	0.00	Manufacturer's Rebate	0.00	Deferred Down Payment		Other Credit (Describe)		Other Credit (Describe)		Other Credit (Describe)		Other Credit (Describe)		<b>TOTAL CREDITS</b>	\$ 0.00	Trade-in Balance Owing	0.00	<b>TOTAL BALANCE DUE</b>	\$ 19,498.16
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Trade-in Balance Owing	0.00																														
<b>TOTAL BALANCE DUE</b>	\$ 19,498.16																														
<p><input type="checkbox"/> <b>Seller/Dealer Warranty.</b> The Vehicle is subject to an express written warranty made by the Seller/Dealer. By signing this Agreement, each Buyer acknowledges receiving a copy of it. The Seller/Dealer is responsible to fulfill any separate written warranty made by Seller/Dealer on its own behalf. If the Manufacturer or another supplier provides a warranty, they are responsible for satisfying its terms, NOT the Seller/Dealer.</p> <p><b>Unless Seller/Dealer makes a written warranty noted in this Agreement or enters into a service contract within 90 days from the date of this Agreement, the Vehicle is sold "AS IS".</b> An "AS-IS" sale means the Vehicle is sold - <b>WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED AND BUYER IS SOLELY RESPONSIBLE FOR COST OF ANY REPAIRS TO THE VEHICLE.</b> In addition, Seller/Dealer expressly disclaims any implied warranties of merchantability and fitness for a particular purpose. Any liability of the Seller/Dealer with respect to defects or malfunctions of this Vehicle including, without limitation, those which pertain to performance or safety, whether by way of "strict liability," based upon the Seller/Dealer's negligence, or otherwise, is expressly excluded and Buyer assumes any risks. This provision does not affect any warranties covering the Vehicle that the Vehicle manufacturer may provide above.</p>																															
<p><b>Used Car Buyers Guide.</b> The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.</p> <p><b>Spanish Translation:</b> Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.</p>																															
<b>AGREEMENT TO ARBITRATE</b>																															
<p><del>This Agreement includes an Arbitration Provision that affects your rights. It provides that you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. By signing this Agreement to Arbitrate section, you confirm that you read, understand and agree to this Agreement's Arbitration Provision. (See page 4 for all the terms and conditions of the Arbitration Provision).</del></p>																															
Buyer Signs X _____ Not applicable-Govt Entity _____ Co-Buyer Signs X _____ N/A _____																															
<b>NOTICE TO CREDIT BUYER</b>																															
If Buyer intends to finance this Vehicle purchase on credit this Agreement is an offer to purchase only. This Agreement is not an agreement for the extension of credit.																															
<b>AS BUYER OF THE VEHICLE, YOU UNDERSTAND AND AGREE THAT SELLER/DEALER MAY MAKE A PROFIT ON THE SALE OF THE VEHICLE, ANY ADD-ON EQUIPMENT, INSURANCE PRODUCT, FINANCING, WARRANTY OR SERVICE CONTRACT, REPAIR, OR ANY OTHER PRODUCT OR SERVICE SOLD BY SELLER/DEALER.</b>																															
<b>HOW THIS AGREEMENT CAN BE CHANGED.</b> This Agreement contains all the terms and conditions between you and us relating to this Agreement. Any change to this Agreement must be in writing and we must sign it. No oral changes are binding.																															
Buyer Signs X _____ Co-Buyer Signs X _____ N/A _____																															
<b>This Agreement is not effective until it is signed by both you and us.</b> Until it becomes effective, the terms of this Agreement are not binding and you may cancel it and get back any deposit.																															
<b>By signing below, you represent that: (1) you are at least 18 years old, (2) you read all pages of this Agreement, (3) the Agreement is completely filled in and you agree to all of its terms, and (4) you received a completed copy of this Agreement.</b>																															
<b>BUYER SIGNS X</b> _____ <b>DATE</b> _____																															
<b>CO-BUYER SIGNS X</b> _____ <b>DATE</b> _____																															
<b>SELLER/DEALER</b> (Must be signed by an authorized representative of the Seller/Dealer)																															
<b>X</b> By: _____ Title: Finance Manager <b>DATE</b> _____ Print Name: Brent Johnstone																															

## Additional Terms and Conditions

**Definitions.** The following definitions apply to this Agreement:

- "Manufacturer" means the entity that manufactured the Vehicle or its distributor. We are NOT an agent of the Manufacturer. The Manufacturer is NOT a party to this Agreement. References to Manufacturer are used to help describe the contractual relationship between the Manufacturer and us or to refer to warranties that might be separately provided to you directly by the Manufacturer.
- "Retail Installment Sales Contract" refers to a separate agreement with Seller/Dealer, if any, that you sign agreeing to pay for the Vehicle purchase over time.
- "Trade-In Vehicle" refers to each used vehicle you are selling to us as part of a down payment to purchase the Vehicle. If you are selling us more than one used vehicle, "Trade-In Vehicle" refers to each vehicle separately and together. Each Trade-In Vehicle is identified on page 1 of this Agreement.

**Manufacturer – New Vehicle Pricing, Design and Availability.** The Manufacturer may change the price, design or features of its new vehicles without notice to us. If this occurs before we deliver the Vehicle to you, we may change the price of the Vehicle, design and features. If we do, you may cancel this Agreement. If canceled for this reason, we will refund to you any amounts you have paid to us. We will also return any Trade-In Vehicle to you. You agree to pay us the reasonable charges for any detailing or repairs performed on the Trade-In Vehicle and any reasonable storage charges. If we have already sold the Trade-In Vehicle, we will pay you the amount we receive for the sale after adjusting for any payoff we made to a lienholder and costs for repair and reconditioning, if any.

If the Manufacturer changes its new vehicle designs, parts, accessories, or other features, we are not obligated to make the same or similar changes to the Vehicle either prior to or after delivery to you. Unless otherwise required by law, we are not obligated to notify you of any Manufacturer's future new vehicle design or feature changes.

**Vehicle Delivery Delays.** Preparing and delivering the Vehicle may involve a number of activities and third parties. We are not liable if delivery is delayed or fails when the cause is in any way outside our control or is without our fault or negligence.

**Trade-In Vehicle.** You will transfer title to the Trade-In Vehicle to us free and clear of all liens except those noted in this Agreement. You agree to provide us with evidence of title as we may require. You make the following representations about the Trade-In Vehicle: (a) you are the sole, lawful owner with all rights and authority needed to transfer ownership; (b) there are no liens or encumbrances except those noted in this Agreement; (c) it has never been titled under any state or federal "brand" such as "defective," "salvage," "flood," etc.; (d) its actual mileage is as provided in this Agreement; and (e) it contains all emission control equipment required which is all in working order, unless otherwise indicated in this Agreement. You authorize us to rely on these representations. If any of these representations are not true, we may elect to cancel this transaction. You will be responsible to pay for all damages resulting from your misrepresentations, including costs to recondition, legal fees, court and collection costs.

You give us permission to contact the lienholder(s) for payoff information. We are relying on information from you and/or the lienholder or lessor of each Trade-In Vehicle to arrive at the trade-in payoff amount(s). You understand that each payoff amount quoted is an estimate. We agree to pay the provided payoff amount to each Trade-In Vehicle lienholder, lessor, or its designee. If the actual payoff amount is more than the amount provided in this Agreement, you agree to pay us on demand the additional amount owing. If the actual payoff amount is less than the amount provided in this Agreement, we will refund to you any overpayment we receive from the lienholder, lessor, or its designee.

**Trade-In Allowance.** The trade-in allowance provided in this Agreement is based on our appraisal of the Trade-In Vehicle when this Agreement is signed. We may reappraise it if you deliver it to us at a later date. The reappraised value will become the trade-in allowance. If the reappraised value is less than the trade-in allowance in this Agreement, you will immediately pay us the difference. Instead, you may cancel this Agreement if you have not already taken delivery of the Vehicle.

**Refusal or Failure to Accept Delivery and Other Non-Performance.** If you refuse or fail to accept delivery of the Vehicle or otherwise do not perform under this Agreement, you will be liable for the damages it causes us. These damages may include our losses, expenses, and reasonable attorneys' fees. To pay these damages, we may keep any cash deposit up to the amount owed, unless prohibited by law. You agree to pay us any amount owed in excess of the cash deposit that we keep. You will be liable for these amounts except to the extent that they are limited or prohibited by law.

This section does not apply if you cancel this Agreement as allowed in the Trade-In Allowance or Manufacturer – New Vehicle Pricing, Design and Availability sections. This section also does not apply if we cancel this Agreement because you are not able to obtain financing in the time allowed in the Balance Due and Payment section.

**Taxes.** Unless prohibited, you agree to pay all taxes assessed on the transaction in this Agreement. For example, taxes may include sales, use, ad valorem, or other federal, state or local taxes. It does not include any taxes required to be paid only by us.

**Balance Due and Payment.** By signing this Agreement, you agree to purchase the Vehicle. If there is a Total Balance Due, you must pay that amount in cash or obtain financing for it.

If the actual amount of title, registration and license fees is more than the amount charged in the Itemization of Sale, you agree to pay us the difference. If the actual amount is less than the amount charged in the Itemization of Sale, we will refund the overpayment to you.

If you finance the Total Balance Due, you may do so through any finance source you choose. By signing this Agreement, we are NOT agreeing to finance your purchase of the Vehicle. Your promise to purchase the Vehicle applies even if you are not able to obtain financing, or are not able to obtain the terms you wanted or expected. If you finance the Total Balance Due through a third party, we may cancel this Agreement if you do not obtain the financing within two business days. If you choose to finance your Vehicle purchase in a retail installment sale with us, you authorize us to assist in submitting your credit application to third parties for financing. If the transaction meets its requirements, a third party may agree to take assignment of a Retail Installment Sales Contract between you and us.

You understand that financing terms may vary from one source to another. You may be able to get more favorable financing terms with another finance source than through us.

**Returned or Dishonored Payments.** We may declare this Agreement null and void and retake the Vehicle if your deposit, down payment, balance due or other payment is returned or dishonored. If you make any payment under this Agreement that is returned or dishonored, you agree to pay a fee of \$30.00.

**Conflict with other Agreements.** If there is a conflict between this Agreement and any Conditional Delivery Agreement you have signed, the terms and conditions of the Conditional Delivery Agreement will control. If there is a conflict between this Agreement and any Retail Installment Sales Contract you have signed, the terms and conditions of the Retail Installment Sales Contract will control.

**BUYER TO PURCHASE VEHICLE INSURANCE.** This Agreement does NOT include any state-required Vehicle insurance coverage. You must buy such insurance at your expense in the amounts and coverages required. You represent that you have or will buy required insurance before the Vehicle is delivered to you.

This Agreement does not include property insurance. A creditor may require it if you finance the Vehicle purchase. You must buy such insurance at your expense in the amounts and coverages required.

You agree to provide us with your insurance information if we request it. You represent that the insurance information you provide us is current and accurate.

**Accessories and Additional Equipment.** If the Vehicle includes accessories or equipment that are not listed on the Manufacturer's window sticker, they may not have been made or approved by the Manufacturer. Such items will not be covered by the Manufacturer's express limited warranty on the Vehicle (if any).

**Servicing and Collection Contacts.** In consideration of our sale of the Vehicle to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree to allow our agents and service providers to contact you as agreed above.

You agree that you will, within a reasonable time, notify us of any change in your contact information.

**Rebates, Incentives, and Discounts.** We are not required to find or disclose all available rebates, incentives or discounts for which you might be eligible. If conditions apply to a rebate, incentive or discount, you must provide us with all necessary documentation to verify your eligibility. By this Agreement, all rebates, incentives, discounts and other similar payments are assigned to us.

**Jury Trial Waiver. UNLESS THE LAW PROHIBITS IT, YOU AND WE**

**~~AGREE TO WAIVE ANY RIGHTS TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING UNDER THIS AGREEMENT. THIS WAIVER CANNOT BE REVOKED.~~**

**Applicable Law.** Federal law and the law of the State of Texas apply to this Agreement.

**Incidental Damages Prohibited. THE SELLER/DEALER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES OF BUYER.**

**General Terms.** If any part of this Agreement is not enforceable for any reason, the other terms still apply and will be enforceable. Carrying out the intent of this Agreement may require you and us to sign a number of documents. You agree to assist as needed in their completion. You also agree to sign all documents reasonably needed to fulfill the promises and intent of this Agreement. You authorize us to correct any clerical errors or omissions in this Agreement or in any related document. You agree that you provided your true legal name and the address of your primary residence.

#### **~~ARBITRATION PROVISION~~**

##### **~~PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS~~**

- ~~1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.~~**
- ~~2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.~~**
- ~~3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.~~**

~~Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, this Agreement or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Agreement) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator only on an individual basis and not as a plaintiff in a collective or representative action, or a class representative or member of a class on any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action. You or we may choose the American Arbitration Association ([www.adr.org](http://www.adr.org)) or National Arbitration and Mediation ([www.namadr.com](http://www.namadr.com)) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a different arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.~~

~~Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller/Dealer is a party to the claim or dispute, in which case the hearing will be held in the federal district where this transaction was originated. We will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee up to a maximum of \$5,000, unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over \$5,000 in accordance with the rules and procedures of the chosen arbitration organization. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.~~

~~You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate any related or unrelated claims by filing any action in small claims court, or by using self-help remedies, such as repossession or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual or statutory public injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this Agreement. If any part of this Arbitration Provision, other than waivers of class rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. You agree that you expressly waive any right you may have for a claim or dispute to be resolved on a class basis in court or in arbitration. If a court or arbitrator finds that this class arbitration waiver is unenforceable for any reason with respect to a claim or dispute in which class allegations have been made, the rest of this Arbitration Provision shall also be unenforceable.~~

ORDER GRANTING DISCRETIONARY EXEMPTIONS

On this, the 29<sup>th</sup> day of August 2025, the **Commissioners' Court of Galveston County, Texas**, convened in a specially scheduled meeting with the following members thereof present:

**Mark Henry, County Judge**  
**Darrell A. Apffel, Commissioner, Precinct No. 1**  
**Joe Giusti, Commissioner, Precinct No. 2**  
**Hank Dugie, Commissioner, Precinct No. 3**  
**Robin Armstrong, MD, Commissioner, Precinct No. 4; and**  
**Dwight Sullivan, County Clerk**

when the following proceedings, among others, were had, to-wit:

**WHEREAS**, Section 262.024, Local Government Code, allows a contract for the purchase of items and an exemption from the requirement established by Section 262.023 if the commissioners court, by order, grants the exemption; and

**WHEREAS**, the Commissioners Court of Galveston County, Texas, wishes to authorize a discretionary exemption under Local Government Code Section 262.024 (a)(2) for an item to preserve or protect the public health or safety of the residents of the county. The purchase is for three 2025 Harley-Davidson model FLHTP law enforcement vehicles, which remain challenging to procure, and this specific model is being phased out.

**NOW, THEREFORE, IT IS HEREBY ORDERED BY THE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS THAT:**

1. The Commissioners Court of Galveston County, Texas approves and authorizes a discretionary exemption under Local Government Code Section 262.024 (a)(2) for an item to preserve or protect the public health or safety of the residents of the county; and
2. A copy of this Order shall be maintained in the Purchasing Department.

**Upon Motion Duly Made and Seconded**, the above **Order** was passed on this 29<sup>th</sup> day of August 2025.

**Attest:**

**County of Galveston, Texas**

**By:**

\_\_\_\_\_  
**Dwight D. Sullivan, County Clerk**

\_\_\_\_\_  
**Mark A. Henry, County Judge**

\_\_\_\_\_  
**Darrell A. Apffel, Comm., Pct. #1**

\_\_\_\_\_  
**Hank Dugie, Comm., Pct. #3**

\_\_\_\_\_  
**Joe Giusti, Comm., Pct. #2**

\_\_\_\_\_  
**Robin Armstrong, MD, Comm., Pct. #4**



**GALVESTON COUNTY, TEXAS**  
**COMMISSIONERS COURT**

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*13.**

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**Contract Approval Request Form**

**To Be Completed by Requesting Department (#1-21)**

- 1) **Date of Request:** 8/15/2025
- 2) **Contract Type:** Expense
- 3) **Renewal Contract:** No
- 4) **Department Name:** Sheriff's Office
- 5) **Department Contact:** Clayton Pope
- 6) **Description:** Crime Scene Command Trailer
  
- 7) **PEID No:** 724359
- 8) **Req No:**
- 9) **Orgkey:** 2892-211101
- 10) **Object Code:** 5700000
- 11) **Vendor:** Complete Trailers, LLC
- 12) **Vendor Contract No:**

**Expenditure Budget/Revenue Projections**

- 13) **Fund Name:** Sheriff Admin
- 14) **Fund #:** 2892-211101
- 15) **Current Year Budgeted:** \$79,995.00
- 16) **Current Year Projected:** \$79,995.00
- 17) **Year 2:**
- 18) **Year 3:**
- 19) **Year 4:**
- 20) **Year 5:**
- 21) **Totals:**

**To Be Completed by Purchasing Department**

- 22) **Contract Start Date:** 8/29/2025
- 23) **Auto Renewal Contract:** No
- 24) **Bid No:** N/A
- 25) **Contract End Date:** 8/28/2026
- 26) **Contract # Issued by Purchasing Department:** 232635

**NOTES:** Discretionary Exemption

### Approval History

Seq #	Approver	Action	Action Date
1	Jimmy Fullen	Approve	8/15/25 2:18 pm
Notes:	VVH-Approved to begin workflow		
2	Melissa Fleming	Approve	8/15/25 3:31 pm
3	Veronica Van Horn	Approve	8/15/25 3:46 pm
4	Diana Huallpa	Approve	8/18/25 11:47 am
5	Sergio Cruz	Approve	8/18/25 3:19 pm
6	Veronica Van Horn	Approve	8/18/25 3:37 pm
7	Sergio Cruz	Approve	8/19/25 5:21 pm
8	Veronica Van Horn	Approve	8/19/25 5:52 pm



## THE COUNTY OF GALVESTON

VERONICA VAN HORN  
INTERIM PURCHASING AGENT

COUNTY COURTHOUSE  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor, Purchasing  
GALVESTON, TEXAS 77550  
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB  
ASST. PURCHASING AGENT

August 29, 2025

Honorable County Judge  
Honorable County Commissioners' Court  
Galveston County Courthouse  
Galveston, Texas 77550

**RE: Consideration of Discretionary Exemption – Crime Scene Command Trailer**

Gentlemen,

It is requested that the Commissioners' Court grant an exemption as referenced in Local Government Code section 262.024 (a)(2), Discretionary Exemptions, an item necessary to preserve or protect the public health or safety of the residents of the county, to purchase the following: Crime Scene Command Trailer

The purchase will be reimbursed 100% through the Operation Lone Star Grant FY25.

**Justification:** A crime scene trailer is a mobile unit equipped with essential tools, supplies, and workspace to efficiently process crime scenes. Currently, our personnel face logistical challenges when responding to major incidents, often relying on improvised setups that can compromise evidence integrity, delay investigations, and increase operational strain. The addition of a crime scene trailer would significantly enhance our capabilities in the following ways:

- **Preservation of Evidence:** A controlled environment ensures proper handling and storage of forensic materials, reducing contamination risks.
- **Operational Efficiency:** On-site access to equipment and workspace allows investigators to process scenes more quickly and thoroughly.
- **Professionalism and Public Trust:** A visible, well-equipped unit demonstrates our commitment to high standards and transparency in criminal investigations.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Veronica Van Horn  
Interim Purchasing Agent

ORDER GRANTING DISCRETIONARY EXEMPTIONS

On this, the 29<sup>th</sup> day of August 2025, the **Commissioners' Court of Galveston County, Texas**, convened in a specially scheduled meeting with the following members thereof present:

**Mark Henry, County Judge**  
**Darrell A. Apffel, Commissioner, Precinct No. 1**  
**Joe Giusti, Commissioner, Precinct No. 2**  
**Hank Dugie, Commissioner, Precinct No. 3**  
**Robin Armstrong, MD, Commissioner, Precinct No. 4; and**  
**Dwight Sullivan, County Clerk**

when the following proceedings, among others, were had, to-wit:

**WHEREAS**, Section 262.024, Local Government Code, allows a contract for the purchase of items and an exemption from the requirement established by Section 262.023 if the commissioners court, by order, grants the exemption; and

**WHEREAS**, the Commissioners Court of Galveston County, Texas, wishes to authorize a discretionary exemption under Local Government Code Section 262.024 (a)(2) for an item to preserve or protect the public health or safety of the residents of the county. The purchase is for a crime scene trailer.

**NOW, THEREFORE, IT IS HEREBY ORDERED BY THE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS THAT:**

1. The Commissioners Court of Galveston County, Texas approves and authorizes a discretionary exemption under Local Government Code Section 262.024 (a)(2) for an item to preserve or protect the public health or safety of the residents of the county; and
2. A copy of this Order shall be maintained in the Purchasing Department.

**Upon Motion Duly Made and Seconded**, the above **Order** was passed on this 29<sup>th</sup> day of August 2025.

**Attest:**

**County of Galveston, Texas**  
**By:**

\_\_\_\_\_  
**Dwight D. Sullivan, County Clerk**

\_\_\_\_\_  
**Mark A. Henry, County Judge**

\_\_\_\_\_  
**Darrell A. Apffel, Comm., Pct. #1**

\_\_\_\_\_  
**Hank Dugie, Comm., Pct. #3**

\_\_\_\_\_  
**Joe Giusti, Comm., Pct. #2**

\_\_\_\_\_  
**Robin Armstrong, MD, Comm., Pct. #4**



Aluminum Trailer Company  
5225 E Market St  
PO Box 396  
Nappanee, IN, 46550  
Phone: 877.441.2440  
ATCtrailers.com

## QUOTE

Quote Nbr.: Q007807  
Order Date: 8/7/2025  
Valid Until: 9/8/2025  
Customer ID: 102538  
Contact: Brett Costa  
Reference: GALVESTON PD  
ATC Contact: Bradley Mestach

**Opportunity ID: OPP0005718**

**ISSUED TO:**

Complete Trailers, LLC  
10000 Brighton Road  
Henderson CO 80640  
United States of America

NO.	ITEM	QTY.	UOM	PRICE	EXTENDED PRICE
1	PR300CB85752400+0-2T5.2K-BT1 8.5 X 7.5 X 24 + 0 , (2) 5200 # AXLE(S)  COLOR ATTRIBUTES  EXTERIOR COLOR:WHITE  INTERIOR COLOR:WHITE  CABINET COLOR:WHITE  COVE & SPRINGBOX COLOR: WHITE  COUNTERTOP COLOR: ALUMINUM  EXTERIOR TRIM COLOR: MILL	1.0000	EA	79,995.0000	79,995.00
2	FRAME	0.0000		0.0000	0.00
3	ALL TUBE CONSTRUCTION	24.0000	FT	0.0000	0.00
4	FRAME - 8"	24.0000	FT	0.0000	0.00
5	EXTENDED TRIPLE TONGUE	1.0000	EA	0.0000	0.00
6	AXLE SPACING - SPREAD AXLE	1.0000	EA	0.0000	0.00
7	GROUND CLEARANCE - STANDARD	1.0000	EA	0.0000	0.00
8	AXLE - 5200# - TORSION - EZ LUBE HUBS - ELECTRIC BRAKES	2.0000	EA	0.0000	0.00
9	TIRE/WHEEL - ST225/75R15/LRE - RADIAL ON BLACK ALUMINUM - W/BLACK LUGNUTS - 6 LUG	4.0000	EA	0.0000	0.00
10	COUPLER - A-FRAME - 2-5/16" - 10,000#	1.0000	EA	0.0000	0.00
11	CHAIN - 16,200# - 3/8" X 32" - G7-1C/L/CSA	1.0000	PAIR	0.0000	0.00
12	JACK - TONGUE - SIDE WIND - DROP LEG - 7000#	1.0000	EA	0.0000	0.00
13	CROSS MEMBERS - FLOOR - 16" O/C - 8.5"W - AL	24.0000	FT	0.0000	0.00
14	CROSS MEMBERS - WALL - CS - 16" O/C - 1" X 1.5" - 7.5"H - AL	24.0000	FT	0.0000	0.00
15	CROSS MEMBERS - WALL - RS - 16" O/C - 1" X 1.5" - 7.5"H - AL	24.0000	FT	0.0000	0.00
16	CROSS MEMBERS - ROOF - 16" O/C - 1" X 3" - 8.5"W - AL	24.0000	FT	0.0000	0.00

NO.	ITEM	QTY.	UOM	PRICE	EXTENDED PRICE
17	FLOOR DESIGN - FLAT	1.0000	EA	0.0000	0.00
18	FRONT DESIGN - FLAT - AL - 8.5"W	1.0000	EA	0.0000	0.00
19	TRUCK PLUG - 7 WAY - BUMPER PULL	1.0000	EA	0.0000	0.00
20	FRAME PROTECTION - BOGEY WHEELS	1.0000	PAIR	0.0000	0.00
21	JACK - STABILIZER - SCISSOR - 24" - 5000#	2.0000	PAIR	0.0000	0.00
22	TONGUE COVER - ATP	1.0000	EA	0.0000	0.00
23	BACKER - AL - 0.125" - WALL	3.0000	LFT	0.0000	0.00
24	BACKER - AL - TUBE 1" X 3" - SPARE TIRE	1.0000	EA	0.0000	0.00
25	EXTERIOR	0.0000		0.0000	0.00
26	EXTERIOR ALUMINUM THICKNESS - .030 - (6.5' - 8.0')	24.0000	FT	0.0000	0.00
27	FENDERETTES - AL - POLISHED	4.0000	EA	0.0000	0.00
28	GRAVEL GUARD - ATP - 24" - WITH J RAIL	1.0000	EA	0.0000	0.00
29	ROOF - ONE PIECE - ALUMINUM	24.0000	FT	0.0000	0.00
30	TRIM - FRONT - CAST CORNERS - POLISHED	1.0000	PAIR	0.0000	0.00
31	TRIM - FRONT - TOP RADIUS - STAINLESS STEEL	1.0000	EA	0.0000	0.00
32	TRIM - FRONT - VERTICALS - STAINLESS STEEL	1.0000	PAIR	0.0000	0.00
33	TRIM - VERTICALS - REAR - COLOR MATCHED	1.0000	PAIR	0.0000	0.00
34	TRIM - HEADER - REAR - COLOR MATCHED	1.0000	EA	0.0000	0.00
35	TRIM - RUB RAIL - UPPER - ALUMINUM - 4"	24.0000	FT	0.0000	0.00
36	TRIM - RUB RAIL - LOWER - ALUMINUM - 4"	24.0000	FT	0.0000	0.00
37	DOT REFLECTORS	24.0000	EA	0.0000	0.00
38	LIGHT - CLEARANCE - LED - 12V - AMBER - LOWER	4.0000	EA	0.0000	0.00
39	LIGHT - CLEARANCE - LED - 12V - AMBER - UPPER	4.0000	EA	0.0000	0.00
40	LIGHT - CLEARANCE - LED - 12V - RED - LOWER	2.0000	EA	0.0000	0.00
41	LIGHT - CLEARANCE - LED - 12V - RED - UPPER	7.0000	EA	0.0000	0.00
42	LIGHT - TAILLIGHT - SLIMLINE - LED - 12V - RED	1.0000	EA	0.0000	0.00
43	LIGHT - LICENSE PLATE - 12V	1.0000	EA	0.0000	0.00
44	REAR WALL - ALUMINUM	1.0000	EA	0.0000	0.00
45	DOOR - ENTRANCE - 405 SERIES - 48" X 78" - FMVSS LOCK	1.0000	EA	0.0000	0.00
46	DOOR ACCESSORIES - ADD TINTED WINDOW TO ENTRANCE DOOR	1.0000	EA	0.0000	0.00
47	DOOR LATCH - BAR LOCK - OFFSET - ALUMINUM - FOR ENTRANCE DOOR	1.0000	EA	0.0000	0.00
48	HASP - STAINLESS STEEL - FOR CAM BARS/BAR LOCKS ON RAMP DOOR	1.0000	EA	0.0000	0.00
49	STEP - SLIDE IN/OUT - ALUMINUM - 48"	1.0000	EA	0.0000	0.00
50	DOOR TO BE INSTALLED ON REAR OF TRAILER	0.0000		0.0000	0.00
51	WHEEL BOX - SMOOTH AL - SPREAD AXLE - TANDEM	2.0000	EA	0.0000	0.00
52	GENERATOR COMPARTMENT - TONGUE MOUNTED - ATP	1.0000	EA	0.0000	0.00

NO.	ITEM	QTY.	UOM	PRICE	EXTENDED PRICE
53	VENT SYSTEM - TWO WAY - SALEM	1.0000	PAIR	0.0000	0.00
54	VENT - ROOF - MANUAL - MAXXAIR MINI	1.0000	EA	0.0000	0.00
55	WINDOW, 30 X 20, FRAMELESS WINDOW, EGRESS, DUAL PANE, GRAY-20 TEMPERED, BLACK	1.0000	EA	0.0000	0.00
56	WINDOW SHADE - ROLL UP - NIGHT - 32 X 22 - BLACK RAIL/BLACK SHADE	1.0000	EA	0.0000	0.00
57	INTERIOR	0.0000		0.0000	0.00
58	INTERIOR HEIGHT - 7.5'	24.0000	FT	0.0000	0.00
59	INTERIOR CEILING - SCREWLESS ALUMINUM	24.0000	FT	0.0000	0.00
60	INTERIOR WALLS - SCREWLESS ALUMINUM - OVER PLYWOOD - 3/8" - (6.5' - 8.0')	24.0000	FT	0.0000	0.00
61	FLOORING - TPO - GRAY COIN	24.0000	FT	0.0000	0.00
62	INSULATION - CEILING - FIBERGLASS BATTEN - R-11	24.0000	FT	0.0000	0.00
63	INSULATION - WALLS - CLOSED CELL - R-13 - (6.5' - 8.0')	24.0000	FT	0.0000	0.00
64	CABINET, UPPER, 920 Series, 18"H X 14"D STRIP LIGHTING (PER FT)	6.0000	FT	0.0000	0.00
65	CABINET, UPPER, 920 Series, 18"H X 14"D STRIP LIGHTING (PER FT)	12.0000	FT	0.0000	0.00
66	CABINET, LOWER, 920 Series, 39.25"H X 24"D, ADJ SHELF, WITH DOORS (PER FT)	12.0000	FT	0.0000	0.00
67	COUNTERTOP - LAMINATE - FOR LOWER CABINET	12.0000	FT	0.0000	0.00
68	CABINET, DRESSER, BATHROOM, RH DOOR, 24.00W X 86.00H X 21.00D, LH EP, 920 SERIES	1.0000	EA	0.0000	0.00
69	CABINET, UPPER, MICROWAVE, 22.50W X 18.00H X 18.00D, 920 SERIES	1.0000	EA	0.0000	0.00
70	CABINET, LOWER, FRIDGE, 22.75"W X 39.25"H X 24.00"D, 920 SERIES	1.0000	EA	0.0000	0.00
71	COUNTERTOP - LAMINATE - FOR LOWER CABINET	2.0000	FT	0.0000	0.00
72	PARTITION WALL - WELDED CONSTRUCTION - W/ 22" POCKET DOOR	1.0000	EA	0.0000	0.00
73	PARTITION WALL COVERING - SCREWLESS ALUMINUM	2.0000	EA	0.0000	0.00
74	FIRE EXTINGUISHER - 2.5# BC	1.0000	EA	0.0000	0.00
75	CO DETECTOR	1.0000	EA	0.0000	0.00
76	SMOKE DETECTOR	1.0000	EA	0.0000	0.00
77	D-RINGS - 5000# - RECESSED	6.0000	EA	0.0000	0.00
78	AIRLINE TRACK - SURFACE MOUNT - WALL	29.0000	FT	0.0000	0.00
79	SOFA - FOLD UP SLEEPER - 6' - BROWN	1.0000	EA	0.0000	0.00
80	ELECTRICAL	0.0000		0.0000	0.00
81	BREAKER BOX - 50 AMP - 120V ONLY - 60 AMP CONVERTER - 12V FUSE PANEL - INTEL-POWER UNIT	1.0000	EA	0.0000	0.00
82	POWER INLET - MOTORBASE - 50A - W/ SHORE CORD - 25' - BLACK	1.0000	EA	0.0000	0.00
83	TRANSFER SWITCH - AUTO - 50A	1.0000	EA	0.0000	0.00
84	GENERATOR, NPS 6000K YAMAHA WITH 24 GAL FUEL TANK	1.0000	EA	6,460.0000	0.00

NO.	ITEM	QTY.	UOM	PRICE	EXTENDED PRICE
85	RECEPT - INTERIOR - 120V - 15A - BLACK	8.0000	EA	0.0000	0.00
86	RECEPT - INTERIOR - 120V - 15A - USB - BLACK	2.0000	EA	0.0000	0.00
87	RECEPT - EXTERIOR - 120V - 15A - GFI PROTECTED - BLACK	2.0000	EA	0.0000	0.00
88	RECEPT - INTERIOR - 120V - 15A - DEDICATED - BLACK	1.0000	EA	0.0000	0.00
89	RECEPT - INTERIOR - 120V - 20A - DEDICATED - BLACK	2.0000	EA	0.0000	0.00
90	A/C - 15,000 BTU - BLACK - W/ BLACK THERMOSTAT	2.0000	EA	0.0000	0.00
91	HEATER - WALL MOUNT - 120V - 1500W - 5120 BTU - ELECTRIC - CHROME GRILL	3.0000	EA	0.0000	0.00
92	MICROWAVE - 0.9 CU. FT. - 900W - OVEN	1.0000	EA	0.0000	0.00
93	REFRIGERATOR, 4.4 CF, 120V, 15A	1.0000	EA	0.0000	0.00
94	A/C PREP - BRACE & WIRE	1.0000	EA	0.0000	0.00
95	BATTERY 100AH, LITHIUM, BASIC	2.0000	EA	0.0000	0.00
96	SWITCH - POWER CUT-OFF - MANUAL - 12V	1.0000	EA	0.0000	0.00
97	LIGHT - RECTANGULAR - LED - 14" - 12V - SURFACE MOUNT	6.0000	EA	0.0000	0.00
98	SWITCH - WALL - ON/OFF - 12V - BLACK	2.0000	EA	0.0000	0.00
99	LIGHT - SCENE - LED - HIGH OUTPUT - 12V - NON RECESSED - 14" X 2.5" - BLACK BEZEL	3.0000	EA	0.0000	0.00
100	SWITCH - WALL - ON/OFF - 12V - BLACK	1.0000	EA	0.0000	0.00
101	LIGHT - LOADING - LED - 12V - EXTERIOR	1.0000	PAIR	0.0000	0.00
102	SWITCH - WALL - ON/OFF - 12V - BLACK	1.0000	EA	0.0000	0.00
103	AWNING, 20.00', LIPPERT, 12V, BLACK/WHITE FADE VINYL FABRIC, W/ LED LIGHT STRIP	1.0000	EA	0.0000	0.00
104	SWITCH - WALL - ON/OFF - 12V - BLACK	1.0000	EA	0.0000	0.00
105	SWITCH - WALL - AWNING - 12V	1.0000	EA	0.0000	0.00
106	PLUMBING	0.0000		0.0000	0.00
107	PARTITION WALL - WELDED CONSTRUCTION - W/ 22" DOOR	1.0000	EA	0.0000	0.00
108	PARTITION WALL COVERING - SCREWLESS ALUMINUM	2.0000	EA	0.0000	0.00
109	CABINET, DRESSER, BATHROOM, LH DOOR, 20.00W X 39.00H X 14.00D, 920 SERIES	1.0000	EA	0.0000	0.00
110	CABINET, LOWER, BATHROOM, RH DOOR, 35.00W X 39.25H X 20.00D, NO EP, RH FP, 920 SERIES	1.0000	EA	0.0000	0.00
111	COUNTERTOP, BATH, LAMINATE, OFFICE, 36.00" X 20.50" X 1.125"	1.0000	EA	0.0000	0.00
112	BATHROOM HARDWARE	1.0000	EA	0.0000	0.00
113	MIRROR - 16"W X 20"H	1.0000	EA	0.0000	0.00
114	SINK - SINGLE BOWL - OVAL - STAINLESS STEEL - 13.25" X 10.5" X 5" - W/ FAUCET	1.0000	EA	0.0000	0.00
115	TOILET - RV STYLE	1.0000	EA	0.0000	0.00
116	MONITOR PANEL - 2 TANK, BATTERY, WATER PUMP SWITCH - WHITE	1.0000	EA	0.0000	0.00
117	TANK - WATER - FRESH - 48 GALLON	1.0000	EA	0.0000	0.00
118	TANK - WATER - GREY - 42 GALLON	1.0000	EA	0.0000	0.00

NO.	ITEM	QTY.	UOM	PRICE	EXTENDED PRICE
119	PLUMBING - THREE SEASON - HEATERS - (2) TANK AND LINE SYSTEM	1.0000	EA	0.0000	0.00
120	SEWER HOSE AND HOLDER - 10'	1.0000	EA	0.0000	0.00
121	WATER - CITY FILL	1.0000	EA	0.0000	0.00
122	WATER - GRAVITY FILL	1.0000	EA	0.0000	0.00
123	WATER PUMP - 3.0 GPM - 12V - W/ WINTERIZING TAP	1.0000	EA	0.0000	0.00
124	VENT - ROOF - 12V - MAXXFAN STANDARD W-REMOTE - EXHAUST ONLY - SMOKE - MAXXFAN STANDARD W-REMOTE - EXHAUST ONLY - SMOKE - WHITE	1.0000	EA	0.0000	0.00
125	LIGHT - DOME - LED - 12V - NON RECESSED	2.0000	EA	0.0000	0.00
126	SWITCH - WALL - ON/OFF - 12V - BLACK	1.0000	EA	0.0000	0.00

Quote Total:	79,995.00
Less Discount:	0.00
Tax Total:	0.00
Total (USD):	79,995.00



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*14.**

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Consideration of authorizing Subdivision Participation and Release Form to participate in the Governmental Entity Direct Shareholder Settlement Agreement of the proposed national opioid settlement reached with Purdue Pharma, Inc. and the Sackler family, submitted by Legal Services Manager

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Veronica Van Horn	Approve	8/13/25 5:57 pm
2	Dianna Martinez	Approve	8/19/25 5:14 pm

**EXHIBIT K**  
**Subdivision Participation and Release Form**

Governmental Entity:	GALVESTON COUNTY	State:	TEXAS
Authorized Official:	MARK HENRY, COUNTY JUDGE		
Address 1:	722 Moody Ave., 2nd Floor		
Address 2:			
City, State, Zip:	Galveston, TX 77550		
Phone:	409-766-2244		
Email:	mark.henry@co.galveston.tx.us		

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)<sup>1</sup>, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

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<sup>1</sup> Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released

Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: Mark Henry

Title: County Judge

Date: \_\_\_\_\_



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*15.**

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Consideration of resolution adopting eligibility standards, application, documentation, and verification procedures, optional health care services, and authorizing publication of public notice submitted by Legal Services Manager

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Veronica Van Horn	Approve	8/13/25 5:19 pm
2	Dianna Martinez	Approve	8/19/25 4:01 pm

State of Texas

§

County of Galveston

§

§

**RESOLUTION ADOPTING ELIGIBILITY STANDARDS,  
APPLICATION, DOCUMENTATION, AND VERIFICATION PROCEDURES,  
OPTIONAL HEALTH CARE SERVICES, AND  
AUTHORIZING PUBLICATION OF PUBLIC NOTICE**

On this, the 29<sup>th</sup> day of August, 2025, the Commissioners Court of Galveston County, Texas,

**Mark Henry**, County Judge;  
**Darrell A. Apffel**, Commissioner, Precinct No. 1;  
**Joe Giusti**, Commissioner, Precinct No. 2;  
**Hank Dugie**, Commissioner, Precinct No. 3;  
**Robin Armstrong, MD**, Commissioner, Precinct No. 4; and  
**Dwight D. Sullivan**, County Clerk

when the following proceedings, among others, were had, to-wit:

**Whereas**, the Indigent Health Care and Treatment Act is codified at Chapter 61 of the Texas Health and Safety Code;

**Whereas**, in accordance with Section 61.023 of the Texas Health and Safety Code, not later than the beginning of the State of Texas fiscal year, Galveston County must adopt the eligibility standards it will use during the State fiscal year and shall make a reasonable effort to notify the public of the standards;

**Whereas**, in accordance with Section 61.023 of the Texas Health and Safety Code, Galveston County may change the eligibility standards to make them more or less restrictive than the preceding standards, but may not make the standards more restrictive than the standards adopted by the Texas Department of Health pursuant to its authority under Section 61.006 of the Texas Health and Safety Code;

**Whereas**, in accordance with Section 61.024 of the Texas Health and Safety Code, Galveston County shall specify the procedure it will use during the State of Texas fiscal year to verify eligibility and the documentation required to support a request for assistance and shall make a reasonable effort to notify the public of the application procedure;

**Whereas**, in accordance with Section 61.006 of the Texas Health and Safety Code, current minimum TDSHS standards allow a net income eligibility level equal to 21% of the federal poverty level as such level is based on the federal Office of Management and Budget poverty index;

**Whereas**, current minimum TDSHS standards provide that expenses allowable for State participation, following the eight percent trigger, are a net income eligibility level equal to 21% of the federal poverty level;

**Whereas,** the State of Texas 2025-2026 fiscal year runs from September 1, 2025 through August 31, 2026;

**Whereas,** the Legal Services Manager has prepared a Public Notice, which is attached hereto as Exhibit 1 and has completed the TDSHS Form 120, the reporting form that must be used to report the optional health care services to the TDSHS, and which TDSHS Form 120 is attached hereto as Exhibit 2.

**Now, Therefore, be it RESOLVED,** by the Commissioners Court of Galveston County, Texas, that:

- 1) On August 29, 2025, the Commissioners Court adopted the qualifying income level for indigent health care benefits through its Indigent Health Care Program mandated under Chapter 61 of the Health and Safety Code at 100 % of the federal poverty level, and this Resolution continues such adoption;
- 2) Continuing September 1, 2025 and through August 31, 2026 thereafter, unless changed by subsequent Resolution of the Commissioners Court, the County of Galveston's eligibility standards for receiving medical care benefits under its Indigent Health Care Program shall remain at 100 % of the federal poverty level and the County of Galveston shall follow the minimum State of Texas standards adopted by the TDSHS pursuant to Section 61.006 of the Texas Health and Safety Code;
- 3) Provided however, that continuing September 1, 2025 and through August 31, 2026 thereafter, the County of Galveston's eligibility standards for receiving primary medical care benefits at Coastal Health and Wellness, which is located at the Galveston County Health District and funded in part by Galveston County, will remain at 100% of the federal poverty level and at a discounted rate for income greater than 100% and up to 200% of the federal poverty level, and the Galveston County Health District shall follow the requirements for Federally Qualified Health Centers for such primary medical care benefits;
- 4) These eligibility standards will remain at this level until such time as the Commissioners Court provides additional funding to increase this level or is advised that sufficient funds remain unspent to enable an increase;
- 5) Also continuing September 1, 2025, and through August 31, 2026, thereafter, in accordance with Section 61.0285 of the Texas Health and Safety Code, the following optional health care services will be provided:
  - Colostomy medical supplies and/or equipment with physicians written order and pre-authorization;
  - Dental care;
  - Diabetic supplies with physicians written order and pre-authorization;
  - Durable medical equipment limited to home oxygen equipment with physicians written order and pre-authorization;
  - Services provided by the Coastal Health and Wellness Center, which is a federally qualified health center, as defined by 42 U.S.C.A. § 1396d(l)(2)(B);

- Occupational Therapy upon review and approval;
  - Physical Therapy upon review and approval;
  - Home and community health care with physicians written order and pre-authorization;
  - Vision care with physicians written order and pre-authorization;
  - Transportation as needed for out-of-county medically scheduled referrals on scheduled transportation services or utilizing Connect Transportation services when determined to be cost effective; and
  - Other medically necessary services or supplies determined to be cost effective.
- 6) Continuing September 1, 2025, and through August 31, 2026, thereafter, the procedures to be used to verify eligibility and the documentation required to support a request for assistance shall be the application, documentation, and verification procedures adopted by the TDSHS under Sections 61.006, 61.007, and 61.008 of the Texas Health and Safety Code;
  - 7) The Public Notice that is attached as Exhibit 1 is hereby **APPROVED** and the Director of Professional Services or designee is authorized to publish the Public Notice in the Galveston Daily News;
  - 8) The completed TDSHS Form 120 that is attached as Exhibit 2 is hereby **APPROVED** and the County Judge of Galveston County, Texas, is authorized to sign the TDSHS Form 120, and the Legal Services Manager or designee is Ordered to, forthwith thereafter, submit said TDSHS Form 120 to the TDSHS; and
  - 9) The County Judge of Galveston County, Texas, is hereby **AUTHORIZED** to **EXECUTE** this Resolution on behalf of the Commissioners Court of Galveston County, Texas.

**Upon Motion Duly Made and Seconded**, the above Resolution is hereby **ADOPTED**, on this, the 29<sup>th</sup> day of August, 2025, and a copy thereof to be provided to the Galveston County Health District for the Management of the Galveston County Indigent Healthcare Program.

County of Galveston, Texas, By:

---

Mark Henry, County Judge

ATTEST:

---

Dwight D. Sullivan, County Clerk

## **Public Notice**

### Galveston County Indigent Health Care Program

Mid-County Annex  
9850- C Emmett F. Lowry Expwy  
Texas City, Texas 77591  
409-938-2234

Island Community Center  
4700 Broadway, Suite F #100  
Galveston, Texas 77550  
409-938-2234

#### Clinic Hours by Appointment Only

8:00 am-5:00 pm Monday-Friday-Mid-County & Galveston-Medical & Dental

1:00 pm-5:00 pm 2<sup>nd</sup> Wednesday-Mid-County & Galveston-Medical & Dental

Eligibility, application, documentation, and verification procedures in accordance with Texas Department of State Health Services standards and published in the County Indigent Health Care Program Handbook published by the Texas Department of State Health Services

#### Eligibility Requirements:

100% Federal Poverty Level - County Resident – Income – Resources - Household Composition

#### Services:

- Physician's Service- Primary Care Providers (Coastal Health & Wellness at 100% of Federal Poverty Level, above 100% up to 200% Federal Poverty Level at Discounted Rate)
- Inpatient/Outpatient Hospital Care
- 340B Prescription Program allows low-income and uninsured patients to buy prescription drugs at a discount through Hitchcock Hometown Pharmacy
- Family Planning Services
- Laboratory
- X-rays Services
- Immunizations

#### **All Services Must Be Medically Necessary**

#### Information Needed to Apply:

- Social security numbers for all members of the household
- Proof of identification
- Proof of ALL household income- (w-9, check stubs, unemployment vouchers, unearned income)
- Proof of residency
- Proof of resources (checking/saving account statements)

#### **All Changes must be reported within 14 days**

#### You have the right to:

- Obtain an application - Have assistance in preparing forms
- Eligibility determined within 14-days after completion of application
- Written notification of determination
- Appeal a denial of acceptance
- Submit an application anytime
- Equal treatment regardless of race, color, religion, creed, national origin, age, sex, disability, or political belief
- These rules are subject to change with revision of the County Indigent Health Care Program Handbook published by the Texas Department of State Health Services

**YOU MAY NOT BE ELIGIBLE IF YOU TRANSFER OWNERSHIP OF PROPERTY TO MAKE YOURSELF ELIGIBLE FOR ASSISTANCE.**

## OPTIONAL HEALTH CARE SERVICES NOTIFICATION

Form 120, Page 1 of 3

Mark an "X" in the appropriate column to indicate each optional health care service the county chooses to provide or chooses to discontinue providing.

PROVIDE	DISCONTINUE	
<input type="checkbox"/>	<input type="checkbox"/>	<b>1. Advanced Practice Nurse (APN)</b> , specifically a nurse practitioner, a clinical nurse specialist, a Certified Nurse Midwife (CNM), and a Certified Registered Nurse Anesthetist (CRNA)
<input type="checkbox"/>	<input type="checkbox"/>	<b>2. Ambulatory Surgical Center (ASC)</b> , Freestanding
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>3. Colostomy Medical Supplies and/or Equipment</b> , namely colostomy bags/pouches, cleansing irrigation kits, paste or powder, and skin barriers with flange/wafers
<input type="checkbox"/>	<input type="checkbox"/>	<b>4. Counseling Services.</b> Check the ones the county chooses to provide. <input type="checkbox"/> A. Licensed Clinical Social Worker (LCSW) <input type="checkbox"/> B. Licensed Marriage Family Therapist (LMFT) <input type="checkbox"/> C. Licensed Professional Counselor (LPC) <input type="checkbox"/> D. Ph.D. Clinical Psychologist
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>5. Dental Care</b> , namely an annual routine dental exam, an annual routine cleaning, one set of annual x-rays and the least costly service for emergency dental conditions for the removal or filling of a tooth due to abscess, infection, or extreme pain
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>6. Diabetic Supplies and/or Equipment</b> , namely test strips, alcohol prep pads, lancets, glucometers, insulin syringes, humulin pens, and the needles required for the humulin pens
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>7. Durable Medical Equipment (DME).</b> Check the ones the county chooses to provide. <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> A. Blood Pressure Measuring Appliances  <input type="checkbox"/> B. Canes  <input type="checkbox"/> C. Crutches  <input checked="" type="checkbox"/> D. Home Oxygen Equipment           </div> <div> <input type="checkbox"/> E. Hospital Beds  <input type="checkbox"/> F. Walkers  <input type="checkbox"/> G. Wheelchairs, Standard           </div> </div>
<input type="checkbox"/>	<input type="checkbox"/>	<b>8. Emergency Medical Services</b> , namely ground transportation only
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>9. Federally Qualified Health Center (FQHC)</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>10. Occupational Therapy</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>11. Physical Therapy</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>12. Home and Community Health Care</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>13. Physician Assistant (PA)</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>14. Vision Care</b> , namely one exam by refraction and one pair of prescription glasses every 24 months
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>15. Other</b> medically necessary services or supplies determined to be cost effective by the entity.

\_\_\_\_\_  
Signature of County Judge/Designee

\_\_\_\_\_  
Date

Printed Name of Person Signing This Form 120 Mark Henry	Title County Judge
County Galveston	Mailing Address 722 Moody Ave., 2nd Floor
Telephone Number (Include area code.) 409-766-2244	City/State/ZIP Galveston, Texas 77550



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**\*16.**

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25-168-0829-A

General Government- Request transfer from General Government - Contract Legal Services to  
County Clerk - Subscription Based IT Arrangement to fund PaymentWorks implementation

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Veronica Van Horn	Approve	8/19/25 5:00 pm
2	Dianna Martinez	Approve	8/19/25 5:31 pm



View Budget Amendment: Budget  
Amendment: FY2025 - Annual Budget Detail  
on 08/29/2025 : BAT-0000252

08:18 AM  
08/21/2025  
Page 1 of 2

**Company** The County of Galveston  
**Plan Template** Annual Budget Detail : FY25 Amended Budget  
**Plan** FY25 Amended Budget  
**Organizing Dimension Type**  
**Amendment ID** BAT-0000252  
**Amendment Date** 08/29/2025  
**Description** Request transfer from General Government - Contract Legal Services to County Clerk - Subscription Based IT Arrangement to fund PaymentWorks implementation  
**Amendment Type** Budget Transfer  
**Balanced Amendment** Yes  
**Entry Type** Amended  
**Status** In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5419000:Other Professional Services	114000 County Clerk	1101 General Fund		Subscription Based IT Arrangement			\$53,500.00	\$0.00	Transfer of unspent funds from contract legal in general government to fund PaymentWorks	
FY2025 Annual (FY25 Amended Budget)	5413000:Legal Services	110000 General Government	1101 General Fund		Contract Legal Services			\$0.00	\$53,500.00	Using unspent funds from contract legal in general government for implementation	

Carahsoft - PaymentWorks - 08.06.2025 - Quote 59411659.pdf

**File Name** Carahsoft - PaymentWorks - 08.06.2025 - Quote 59411659.pdf  
**Content Type** application/pdf  
**Updated By** Lee Clemmer  
**Upload Date** 08/19/2025 02:11:35 PM  
**Comment**

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	08/19/2025 02:34:39 PM	08/20/2025	Lee Clemmer	1	
Budget Amendment Event	Approval by Cost Center Manager	Sent Back	08/19/2025 02:46:51 PM	08/21/2025	Diana Huallpa Trevino (Cost Center Manager)	1	Send Back Reason from Diana Huallpa Trevino: Date Update needed.



View Budget Amendment: Budget  
Amendment: FY2025 - Annual Budget Detail  
on 08/29/2025 : BAT-0000252

08:18 AM  
08/21/2025  
Page 2 of 2

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Submitted	08/19/2025 02:55:38 PM	08/20/2025	Lee Clemmer	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	08/19/2025 04:25:20 PM	08/21/2025	Diana Huallpa Trevino (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	08/20/2025 10:02:58 AM		Gabriela De Los Santos (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		08/20/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Sent Back	08/20/2025 12:09:06 PM		Lauren Swift (Accounting Operations Lead)	1	Send Back Reason from Lauren Swift: Per Christie M., please change Ledger and Spend Category in 1101-114000 to Ledger 5419000: Other Professional Services/Spend Category Subscription Based IT Arrangement
Budget Amendment Event	Budget Amendment Event	Submitted	08/20/2025 01:40:44 PM	08/20/2025	Lee Clemmer	1	Lee Clemmer: Ledger/spend cat have been updated.
Budget Amendment Event	Approval by Cost Center Manager	Awaiting Action		08/22/2025	Christie Motogbe (Cost Center Manager)	3	
					Diana Huallpa Trevino (Cost Center Manager)		
					Dwight Sullivan (Cost Center Manager)		

PRICE QUOTATION  
CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



**TO:** Annaya Nigrelle  
County of Galveston, TX  
600 59th St  
Room 4001  
Galveston, TX 77551 USA

**FROM:** Jacob Vinzant  
Carahsoft Technology Corp.  
11493 Sunset Hills Road  
Suite 100  
Reston, Virginia 20190

**EMAIL:** annaya.nigrelle@galvestoncountytexas.gov

**EMAIL:** Jacob.Vinzant@carahsoft.com

**PHONE:** (409) 770-5428

**PHONE:** (571) 662-3317

**TERMS:** DIR Contract No. DIR-CPO-5687  
Expiration Date: 5/19/27  
FTIN: 52-2189693  
Shipping Point: FOB Destination  
Credit Cards: VISA/MasterCard/AMEX  
Remit To: Same as Above  
Payment Terms: Net 30 (On Approved Credit)  
Texas VID#: 1522189693700  
Sales Tax May Apply

<b>QUOTE NO:</b>	59411659
<b>QUOTE DATE:</b>	08/06/2025
<b>QUOTE EXPIRES:</b>	09/30/2025
<b>RFQ NO:</b>	
<b>SHIPPING:</b>	ESD
<b>TOTAL PRICE:</b>	\$130,830.00
<b>TOTAL QUOTE:</b>	\$130,830.00

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 1 OF 3						
1	PaymentWorks	SIM Advanced Government Edition, USD per month PaymentWorks, Inc. - X-SIM-ADVANCED-TIER16R	\$500,000.00	\$38,710.00	TX DIR	\$38,710.00
2	PaymentWorks	State Onboarding Services excludes ERP integration, USD one-time fee PaymentWorks, Inc. - X-SERVICES-ONBOARDING-TIER16R	\$100,000.00	\$14,700.00	TX DIR	\$14,700.00
YEAR 1 OF 3 SUBTOTAL:						\$53,410.00
YEAR 2 OF 3						
3	PaymentWorks	SIM Advanced Government Edition, USD per month PaymentWorks, Inc. - X-SIM-ADVANCED-TIER16R	\$500,000.00	\$38,710.00	TX DIR	\$38,710.00
YEAR 2 OF 3 SUBTOTAL:						\$38,710.00
YEAR 3 OF 3						
4	PaymentWorks	SIM Advanced Government Edition, USD per month PaymentWorks, Inc. - X-SIM-ADVANCED-TIER16R	\$500,000.00	\$38,710.00	TX DIR	\$38,710.00
YEAR 3 OF 3 SUBTOTAL:						\$38,710.00
SUBTOTAL:						\$130,830.00
TOTAL PRICE:						\$130,830.00
TOTAL QUOTE:						\$130,830.00

TX DIR-CPO-5687

By issuing a Purchase Order, you are agreeing to the terms set forth in this Quote [#59411659] and all attachments hereto, including the PaymentWorks Standard Terms and Conditions, attached hereto as Exhibit A and incorporated herein by reference. To the extent of any inconsistency between the GPO Terms and Conditions and the contract language on the following pages, the GPO Terms and Conditions will apply.

Automation & Fraud Protection Services Annual Pricing:

# PRICE QUOTATION

## CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



Year 1 Price: \$53,410:  
Usage Fee (\$14,700)  
One-time Implementation Setup Fee (\$38,710)

Year 2 Price: \$38,710 (Usage Fee)

Year 3 Price: \$38,710 (Usage Fee)

This pricing is valid with a PO on or before September 30, 2025

Pricing in this Agreement covers the value of the Customer's usage of the PaymentWorks digital supplier onboarding platform and Payment Warranty, based on the Customer's estimated annual usage metrics as supplied to PaymentWorks below:

Annual Payees Paid: 1,673  
Annual New Payees Onboarded: 133  
Annual AP Spend: \$148MM  
\* Usage exceeding these thresholds may incur additional charges as outlined below in the excess usage threshold table.

Usage exceeding these thresholds may incur additional charges as outlined below.

Current Annual Pricing for Automation+Protection: \$38,710  
Customer Usage Includes Up to 2,000 Annual Payee Registrations  
Customer Usage Includes Up to \$150MM in Annual AP Spend Threshold

If Customer Usage Exceeds 2,000 Annual Payee Registrations the annual price will increase by \$10,290 for a total of \$49,000 annually and up to 3,000 Annual Payee Registrations.

If Customer Usage Exceeds \$150MM in Annual AP Spend, the annual price will increase an additional \$5K for a total of \$43,710 annually and up to \$200MM in Annual AP Spend.

Term:  
Service Term - The Service Term will begin on the date of PO Issuance Date and continue for a period of three (3) years (the "Term").  
Renewal Term - At the conclusion of the Term or any Renewal Term, the Agreement will automatically renew for an additional one (1) year unless either party gives written notice to the other party sixty (60) days prior to the expiration of the current term.

Invoicing:  
Invoicing - Customer will be invoiced for the first year of the Term upon the date of PO Issuance of this Agreement and, for each subsequent year of the Term, one month prior to such year.  
Renewal invoicing - Customer will be invoiced one month prior to the commencement of each Renewal Term.

Implementation Services:

PaymentWorks Implementation services are outlined in the Implementation Guide and include the process of provisioning, configuring, training, and testing the PaymentWorks platform.

Implementation services include up to 75 hours. If the Customer requests additional service hours (beyond the initial 75 hours), they may be purchased at a rate of \$200/hour for a minimum of 10 hours and are subject to resource availability.

If the Customer wishes to reschedule the target-start date for Implementation Services and notifies PaymentWorks at least two weeks in advance of the kick-off (as presented in the project plan), the parties will mutually agree upon a rescheduled start date, subject to the availability of PaymentWorks' resources. A Rescheduling Fee of \$5,000 will be charged.

ERP Integration:

Automating data flows between PaymentWorks and the Customer ERP can be executed via the following method:

Customer-Managed Integration (or Partner-Managed):

PaymentWorks will provide integration (SFTP and/or API) documentation at no cost so the Customer can manage the PaymentWorks/ERP integration in-house with the customer's own IT resources or their preferred partner. The coding or customization of any middleware or ERP import functionality is the Customer's (or Partner's) responsibility. The PaymentWorks Support Team is available for Q&A during the project.

EarlyPay Program:

PaymentWorks, via one or more of its wholly-owned subsidiaries, offers a service known as its "EarlyPay Program," pursuant to which PaymentWorks can accelerate payment:

# PRICE QUOTATION

## CARAHSOFT TECHNOLOGY CORP

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to certain vendors of Customer prior to the respective due dates of invoices submitted by those vendors. If Customer at any time elects to participate in the EarlyPay Program and meets the qualifications for such EarlyPay Program (including, as applicable, any approvals required by the Transferee under such EarlyPay Program), Section 9 of the attached Standard Terms and Conditions shall govern Customer's participation.

### Payment Files:

If Customer elects not to send payment instruction files through the PaymentWorks Service, the annual subscription will revert to a separate fee table to reflect the additional risk and cost incurred by PaymentWorks caused by Customer's failure to submit payment instruction files.

In the event the Customer and/or the Customer's bank requires manual upload of payment files to the bank's portal, the Customer shall either: (i) pay PaymentWorks an additional \$5,000 annual fee (non-refundable) to upload the payment files to the bank's portal. The \$5,000 (non-refundable) fee will be charged annually during the Term and each renewal term if the Customer and/or the Customer's bank continues to require manual upload services.

A standard payments implementation project includes one (1) SFTP bank connection. A one-time fee of \$1,000.00 per connection beyond one (1) will apply. Additionally, if Customer elects to change their originating bank, a one-time fee of \$1,000.00 will apply per change.

# PaymentWorks Standard Terms and Conditions

## 1. USE OF THE SERVICE

**1.1. Grant.** Subject to Customer's compliance with the terms of this Agreement, PaymentWorks hereby grants Customer a non-exclusive, non-transferable, limited right to access and use the PaymentWorks website (the "Site") and PaymentWorks application (collectively, the "Service"). Such access and use shall be exercised only by users authorized by Customer to access and use the Service on behalf of Customer who have agreed to these Terms of Service (collectively, "Authorized Users"). Customer may access and use the Service to share information about Customer ("Customer Data") and about transactions, invoices, invoice payment status, and related information (collectively, "Transaction Data") with Customer Authorized Users and/or Customer payees ("Payees"). Customer will decide which Authorized Users and/or Payees have access to specific Customer Data and Transaction Data through elections and criteria established by Customer through the Service. PaymentWorks may from time to time modify the Service, features of the Service, or the Site in its sole discretion.

**1.2. User Names and Passwords.** PaymentWorks shall provide Customer Authorized Users unique login credentials ("User Name" and "Password") to be used to access the Service. Customer and its Authorized Users are responsible for maintaining the confidentiality of the User Names and Passwords. Customer and its Authorized Users shall immediately notify PaymentWorks of any unauthorized use of a Customer issued User Name or Password and PaymentWorks shall issue a new User Name and/or Password. Customer will be solely responsible and liable for all activities that occur under Customer's associated User Names and Passwords. Customer shall be liable for any participation in the Service for any persons who accesses the Site and the Services using the User Name and Password of an Authorized User.

**1.3 Customer Responsibilities.** Customer will (a) be responsible for Authorized Users' compliance with these Terms of Service, (b) be responsible for the accuracy, completeness, quality and legality of Customer Data and Transaction Data provided by Customer, including the means by which Customer Data and Transaction Data were acquired, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service and any Transaction Data, and notify PaymentWorks promptly of any such unauthorized access or use, and (d) use the Service and Transaction Data only in accordance with any applicable documentation provided by PaymentWorks and all applicable laws and regulations, including, but not limited to, the rules and regulations of any payment network or other

electronic payment processing entity (collectively, "Applicable Laws and Regulations") and (e) comply with the terms applicable to data validation services referenced in Section 6.4. Customer makes, with respect to each payment instruction submitted to Payees utilizing the Site or the Service initiated hereunder ("Payment Instruction"), the representations and warranties, and agrees to assume the responsibilities, of an "Originator" under the Applicable Laws and Regulations. Customer acknowledges that Payment Instructions that violate any Applicable Laws and Regulations shall not be initiated and that it is the Customer's responsibility to ensure that the original Payment Instructions and retention of the related records complies with all Applicable Laws and Regulations. PaymentWorks shall have no liability for the accuracy, completeness, quality or legality of any Customer Data or Transaction Data provided through the Service, whether provided by Customer, Third-Party Service Providers, or any Authorized User or Payee. Authorized Users, and Customer agree to access the Site and Services in a secure manner in compliance with PaymentWorks' reasonable standards established from time to time. PaymentWorks, in its sole discretion, may specify connectivity standards to access the Site and the Services from time to time. If Customer wishes to submit Payment Instructions through the Service, Customer must agree to designate PaymentWorks as its Agent for submitting payment instructions in accordance with the requirements of Customer's designated bank. For transactions that Customer has elected to submit Payment Instructions through the Service, Customer will transmit the Payment Instructions to PaymentWorks. Customer is solely responsible for the content of the Payment Instructions, including the accuracy and completeness of the payment amount and the intended recipient entity.

**1.4. Restrictions on Use.** Customer and its Authorized User's shall not: (a) make the Service or any Transaction Data obtained through the Service from any Authorized User or Payee available to, or use the Service or any Transaction Data obtained through the Service from any Authorized User or Payee for the benefit of, anyone other than Customer, (b) sell, resell, license, sublicense, distribute, rent or lease the Service or any Transaction Data obtained through the Service from any Authorized User or Payee, or include the Service or any Transaction Data obtained through the Service from any Authorized User or Payee in a service bureau or outsourcing offering, (c) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or confidentiality rights, (d) use the Service to store or transmit Trojan horses, worms, time bombs, cancel bots or other similar harmful or deleterious programming routines, (e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, (f) attempt to gain unauthorized access to the Service or any Transaction

Data or its related systems or networks, (g) permit direct or indirect access to or use of the Service or any Transaction Data in a way that circumvents a contractual usage limit, (h) copy the Service or any part, feature, function or user interface thereof, (i) copy any Transaction Data obtained through the Service from any Authorized User or Payee except as permitted herein, (j) frame or mirror any part of any Service or Transaction Data, other than framing on Customer's own intranets or otherwise for Customer's own internal business purposes, (k) access the Service or any Transaction Data obtained through the Service from any Authorized User or Payee in order to build a competitive product or service, or (l) reverse engineer the Service or any element thereof (to the extent such restriction is permitted by Applicable Laws and Regulations), or (m) access or use the Service or any Transaction Data obtained through the Service from any Authorized User or Payee in violation of any Applicable Laws and Regulations.

**1.5. Reservation of Rights.** All rights in and to the Site and the Service, including without limitation proprietary schema, tools, methodologies, methods of the Services and software; and any patent rights, copyrights, trade secrets, trade names, service marks, trademarks, moral rights, know-how related to the Site or the Service (collectively, "PaymentWorks Intellectual Property Rights"), not expressly granted to Customer hereunder are reserved by PaymentWorks.

## 2. PAYMENTWORKS RESPONSIBILITIES

**2.1. Service and Support.** PaymentWorks will, subject to Customer's payment of applicable fees and compliance with these Terms of Service, use commercially reasonable efforts to: (a) make the Services and Transaction Data (to the extent authorized by the applicable Authorized User or Payee) available to Customer pursuant to these Terms of Service, (b) provide standard support for the Service, at no additional charge, and/or upgraded support if purchased, and (c) make the Service available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which we shall give at least 8 hours electronic notice and which we shall schedule to the extent practicable during the weekend hours between 6:00 p.m. Friday and 3:00 a.m. Monday Eastern time), and (ii) any unavailability caused by circumstances beyond our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, pandemic, civil unrest, act of terror, strike or other labor problem, Internet service provider failure or delay, or denial of service attack. For transactions that Customer has elected to submit for electronic (EFT) payment, PaymentWorks will transmit Customer's Payment Instruction to the Customer's designated bank for processing; provided, however, that PaymentWorks reserves the right to refuse to transmit any Payment Instructions submitted through the Service with respect to a transaction for a specific Payee in its sole

discretion, in which case the warranty set forth in Section 6.2 (ii) will not apply to such transaction. In the event that any information supplied by PaymentWorks is changed after submission to Customer's designated bank, the warranty set forth in Section 6.2 (ii) will not apply. In the event that Customer changes Payment Instructions after submission by PaymentWorks, Customer must notify PaymentWorks in writing of such change within two business days or the warranty set forth in Section 6.2(ii) will not apply.

**2.2. Protection of Customer Data and Transaction Data.** PaymentWorks will use commercially reasonable efforts to maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data and Transaction Data provided by the Customer. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data and Transaction Data by PaymentWorks personnel except (a) to address service or technical problems, (b) as compelled by Applicable Laws and Regulations, (c) as Customer designates through elections made through the service or (d) as Customer expressly permits in writing. Customer expressly acknowledges and agrees that Customer Data and Transaction Data will be made available to Authorized Users and processors, including without limitation the Customer's bank, Partners (as defined in Section 10.8), and Payees through the Service in accordance with elections and criteria established by Customer Authorized Users.

## 3. [RESERVED]

## 4. PROPRIETARY RIGHTS

**4.1. Title to Technology.** All interest, title and right in and to PaymentWorks Intellectual Property, including without limitation, all computer software programs or applications, or programs or applications of PaymentWorks' third party licensors, utilized by PaymentWorks in the establishment, operation, and/or the provision of Service, in whole or in part, shall be, vest with and remain the exclusive property of PaymentWorks and its third party licensors.

**4.2. Title to Customer Data and Transaction Data.** All Customer Data is and shall remain the property of Customer. All Transaction Data is and shall remain the property of its lawful owner. PaymentWorks makes no claims, warranties or representations with regard to the ownership of Transaction Data or Customer Data. PaymentWorks may share Transaction Data, in the singular or aggregate, by providing reports or otherwise, to Authorized Users and Payees involved in a transaction and may identify the parties as being involved in the transaction in connection therewith, all in accordance with elections and criteria established by Customer Authorized Users through the Service; and

Customer hereby grants PaymentWorks a world-wide license to host, copy, transmit, display and otherwise use Customer Data and Transaction Data as necessary to do so. In addition, Customer hereby grants PaymentWorks a perpetual, world-wide, limited license to de-personalize (remove any Customer identifying information) and aggregate any and all Transaction Data to determine usage trends, perform analytics, improve the Service, promote and market the effectiveness of the Service, sell such aggregated de-personalized Transaction Data to any third party, or for any other internal-business purpose.

**4.3. Customer's license to PaymentWorks.** Customer hereby grants a limited, non-transferable license to PaymentWorks for PaymentWorks to use Customer's name and logos to identify Customer as a user of the Site, during the Term of this Agreement, in accordance with elections and criteria established by Customer, including without limitation to display Customer Data and Transaction Data on the Site and to display Transaction Data and Payment Instructions to processors. PaymentWorks shall obtain Customer's prior written consent for any other uses of Customer's name, logos, and trademarks.

## **5. TERMINATION**

**5.1. Effect of Termination.** Upon termination of this Agreement, Customer shall immediately discontinue use of the Site and the Service.

**5.2. Survival.** Notwithstanding any termination of this Agreement, Section 4 ("Proprietary Rights"), Section 6 ("Warranties"), Section 7 ("Indemnification"), Section 8 ("Disclaimer and Limitation of Liability") Section 9 ("EarlyPay Program") and Section 10 ("Additional Terms and Conditions") shall survive termination of this Agreement. All other rights and licenses granted hereunder will cease upon termination.

## **6. WARRANTIES.**

**6.1. Mutual Warranty.** Each Party represents and warrants that it has the authority to enter into this Agreement.

**6.2. PaymentWorks Warranty.** PaymentWorks represents and warrants that: (i) the Service will be provided in accordance with the terms and conditions of Section 2; and (ii) with respect to any transaction processed through the Service that (a) PaymentWorks has initiated to a Participating Vendor relating to an Approved Invoice (to the extent Section 9 hereof is applicable; and as such terms are defined in Section 9), or (b) Customer has both elected to submit through the Service for EFT payment to a U.S. Bank account and provided Payment Instructions in accordance with

Section 1.3, and for which the EFT credentials have been collected from the recipient entity through the Service, except as set forth below, the bank account to which the funds are transferred will be owned by the entity associated with the Tax ID provided to Customer by PaymentWorks. In the event of a breach of the warranty set forth in Section 6.2 (ii), PaymentWorks will either remedy the breach or reimburse Customer for the amount of the payment directed to the incorrect account, up to \$2,000,000 per occurrence, notwithstanding any limitation on liability set forth in Section 8 of this Agreement. Customer acknowledges that the Warranty set forth in Section 6.2 (ii) will not apply to any transaction in which the Customer or any employee or agent of the Customer has engaged in fraud. Customer acknowledges that the Warranty set forth in Section 6.2 (ii) will not apply, and no EFT credential verification will be attempted, for any transaction made through the Service to an EFT credential and associated Tax ID collected by Customer outside of the Service and uploaded to the Service by the Customer. Customer further acknowledges that the Warranty set forth in Section 6.2 (ii) shall not apply until the Customer has elected to send Payment Instructions through the Service and begins sending Payment Instructions in a live production environment.

**6.3. Customer's Warranty.** Customer represents and warrants that (i) its Authorized Users have authority to act on behalf of Customer; and (ii) all Customer Data, Transaction Data and other materials submitted by Customer to or through the Site or the Service will not (A) infringe on any third party's rights, including any intellectual property or proprietary rights, (B) violate any obligation of confidentiality, (C) violate any Applicable Laws and Regulations; or (D) contain viruses, Trojan horses, worms, time bombs, cancel bots or other similar harmful or deleterious programming routines.

**6.4. DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6, THE SERVICE AND THE SITE AND ANY OTHER SERVICES OFFERED ON OR THROUGH THE SITE AND ANY REFERENCED THIRD-PARTY SITES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6, PAYMENTWORKS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES TO THE FULLEST EXTENT OF THE APPLICABLE LAWS AND REGULATIONS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. PAYMENTWORKS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE OR SERVICES, CUSTOMER DATA, TRANSACTION

DATA OR MATERIAL ON THE SITE OR THE SERVICE IN TERMS OF THEIR CORRECTNESS, ACCURACY, COMPLETENESS, QUALITY, LEGALITY, TIMELINESS, RELIABILITY OR OTHERWISE.

PAYMENTWORKS PROVIDES NO WARRANTY OF ANY KIND RELATED TO ANY THIRD-PARTY DATA OR SOFTWARE THAT MAY BE INCORPORATED, DISPLAYED OR INCLUDED IN THE SERVICE, INCLUDING WITHOUT LIMITATION ANY DATA VALIDATION PROVIDED BY OR THROUGH THE SERVICE.

## 7. INDEMNIFICATION.

**7.1. Infringement.** PaymentWorks agrees to defend or, at its option, to settle, any claim brought against Customer for infringement of any United States patent, copyright, trade secret or trademark by the Service as delivered, but excluding any such claim to the extent it is based on the content of any Customer Data or Transaction Data, and to indemnify Customer against all damages and costs finally assessed by a court of competent jurisdiction against Customer under any such claim or action. Customer agrees that PaymentWorks shall be released from the foregoing obligation unless Customer has taken reasonable steps to mitigate any potential expenses and provides PaymentWorks with: (i) prompt written notice of any such claim or action, or possibility thereof; (ii) sole control and authority over the defense or settlement of such claim or action; and (iii) proper and full information and assistance to settle and/or defend any such claim or action. Customer shall have the right to employ separate counsel and participate in the defense at its own expense; provided that PaymentWorks shall remain in control of the defense. In addition, PaymentWorks may, at its sole option and expense, either: (a) procure for Customer the right to use the allegedly infringing elements of the Service; (b) replace the allegedly infringing elements of the Service with non-infringing, functionally equivalent services; (c) modify the allegedly infringing elements of the Service so that they are not infringing; or (d) cease to provide the allegedly infringing elements of the Service, refund any fees paid by Customer covering any future period of time during which such allegedly infringing elements Services were to be provided. Upon exercise of option (d) in the previous sentence, PaymentWorks shall have no further obligations or liability to Customer with respect to the allegedly infringing elements of the Service. Except as specified above, PaymentWorks will not be liable for any costs or expenses incurred without its prior written authorization. THE FOREGOING PROVISIONS OF THIS SECTION 7 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF PAYMENTWORKS TO CUSTOMER WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET,

TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT BY THE SITE, THE SERVICE, OR ANY PART THEREOF.

**7.2.** Customer shall indemnify, defend and hold harmless PaymentWorks and its directors, officers, members, managers and employees from and against all claims, actions, liabilities, losses, expenses, damages and costs (including reasonable attorneys' fees), that may at any time be incurred by reason of any third party claim arising out of or relating to (i) any Customer Data or Transaction Data provided by the Customer, (ii) a breach of these Terms of Service by Customer, or (iii) any claim that is inconsistent with Customer's representations or warranties to PaymentWorks contained herein. PaymentWorks shall have the right to employ separate counsel and participate in the defense at its own expense.

## 8. LIMITATION OF LIABILITY.

**8.1. Limitation of Liability.** PAYMENTWORKS' LIABILITY TO CUSTOMER FOR DAMAGES WITH RESPECT TO THE SITE OR THE SERVICE SHALL NOT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO PAYMENTWORKS FOR THE SERVICE DURING THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE BREACH OR INCIDENT ASSERTED AS CAUSING HARM.

**8.2. No Consequential Damages.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND IRRESPECTIVE OF ANY FAULT OR NEGLIGENCE, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SALES, LOST SAVINGS, LOST PROFITS (ANTICIPATED OR ACTUAL), LOSS OF USE, DOWNTIME, INJURY TO PERSONS OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES), HOWSOEVER CAUSED, ARISING OUT OF OR RELATED TO THIS SITE OR THE SERVICE, WHETHER OR NOT SUCH PARTY HAS BEEN APPRISED OR NOTIFIED THAT ANY SUCH DAMAGES OR LOSSES ARE POSSIBLE OR LIKELY, AND WHETHER OR NOT ANY PERMITTED REMEDY HAS FAILED ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAWS AND REGULATIONS.

**8.3. Conditions.** The Parties agree that the above limitations of liability of Section 8 shall apply regardless of the form of action, whether in contract, warranty, strict liability or tort (including, without limitation, negligence of any kind,

whether active or passive) or any other legal or equitable theory, but shall not apply to fees owed to PaymentWorks by Customer.

## 9. EARLYPAY PROGRAM

**9.1. Applicability of This Section 9.** This Section 9 applies with respect to Customer if Customer at any time participates in the PaymentWorks EarlyPay Program (as defined below). In such case, the EarlyPay Program shall be treated as a component of, and included in, the Service.

**9.2. Definitions.** As used in this Section 9, the following terms shall have the meanings indicated below:

(a) “Approved Amount” means the full amount of an Approved Invoice as communicated by Customer to PaymentWorks via the Service, including all taxes, gross-ups, duties and levies, but net of any discounts, credits or other allowances which may have been applied by Customer. The Approved Amount shall be determined without regard to any discount the Participating Vendor shall have agreed to accept from the Transferee as part of the EarlyPay Program.

(b) “Approved Invoice” means an Invoice that Customer has indicated to PaymentWorks via the Service is “approved” for payment by the Customer.

(c) “Due Date” means the due date for payment indicated on an Approved Invoice, as communicated by Customer to PaymentWorks via the Service.

(d) “EarlyPay Program” means the program operated by PaymentWorks, via one or more of its wholly-owned subsidiaries, which provides Participating Vendors with the opportunity to receive early payment with respect to Approved Invoices.

(e) “Initial Transferee” means a wholly-owned subsidiary of PaymentWorks that initially purchases a Receivable under the EarlyPay Program and to which a Participating Vendor has transferred its entire right, title and interest in such a Receivable. As of the date of this Agreement, “Initial Transferee” includes PaymentWorks Acquisition Company LLC, a Delaware limited liability company (“PW Acquisition”), and any successor thereof named by PaymentWorks in connection with the EarlyPay Program.

(f) “Invoice” means an electronic or paper invoice submitted by a Participating Vendor to Customer, for goods or services purchased from such Participating Vendor by Customer.

(g) “Participating Vendor” means a Vendor that has a Receivables Purchase Agreement with a Transferee, together with such Vendor’s successors and permitted assigns.

(h) “Receivable” means an account (as defined under the UCC) owned by a Participating Vendor representing such Participating Vendor’s right to receive payment from Customer of the Approved Amount of an Approved Invoice on the Due Date, resulting from a business relationship between Customer and such Participating Vendor.

(i) “Receivables Purchase Agreement” means written terms agreed to between a Transferee and a Participating Vendor as part of the EarlyPay Program, pursuant to which such Participating Vendor agrees to sell its Receivables to such Transferee for a discounted amount consistent with this Agreement.

(j) “Subsequent Transferee” means any subsequent purchaser, assignee, or transferee of any Receivable from an Initial Transferee.

(k) “Transfer” and “Transferred,” with respect to any Receivable, means the sale and transfer of the corresponding Participating Vendor’s entire right, title and interest in such Receivable.

(l) “Transferee” means, as appropriate, any Initial Transferee and/or Subsequent Transferee.

(m) “Vendor” means a supplier of goods or services to Customer.

(n) “UCC” means the Uniform Commercial Code as adopted in the State of New York. All terms defined in the UCC have the same definitions herein as specified therein, with Article 9 prevailing in the case of any internal conflicts therein.

**9.3. Vendors.** Customer shall assist PaymentWorks in marketing the EarlyPay Program to Vendors, in such ways as Customer and PaymentWorks shall agree. Such assistance shall include, without limitation, providing data to PaymentWorks and assisting PaymentWorks in identifying and communicating with Vendors. No Vendor shall be required to participate in the EarlyPay Program, and each Vendor’s participation in the EarlyPay Program, and the Receivables that are purchased under the EarlyPay Program, are at the sole discretion of Initial Transferee and such Vendor. Each Vendor that does wish to participate, that has a Receivables Purchase Agreement with the Initial Transferee, and that meets the requirements of the EarlyPay Program, will become a Participating Vendor with respect to all of its eligible Receivables represented by Approved Invoices. The Initial Transferee has the sole right to determine the eligibility under the EarlyPay Program and the discretion to purchase or not purchase any Receivables under the EarlyPay Program.

#### 9.4. EarlyPay Process.

(a) Customer agrees that, upon the Transfer by a Participating Vendor of any Receivable, the Transferee will have succeeded to all the rights and remedies of the Participating Vendor with respect to such Receivable and the amounts due thereunder and Customer will make payment for all Receivables Transferred to such Transferee. In the event any Participating Vendor or any other party other than a Transferee notifies Customer of the Transfer of any Receivable, Customer will immediately give PaymentWorks and the Transferee written notice thereof. Customer agrees that this Agreement is an authenticated notification of assignment by the assignor or assignee pursuant to UCC Section 9-406 (or any successor provision), and Customer agrees that it may receive, and will comply with, subsequent notices with respect to the Receivables purchased by a Transferee pursuant to UCC Section 9-406 (and any successor provisions), and will comply with UCC Section 9-406.

(b) Customer shall deliver a Payment Instruction File requesting an ACH transfer from Customer's bank account specified in the Payment Instruction File, and take such other actions as PaymentWorks may reasonably require, to pay, or cause to be paid, the Approved Amount on or before the Due Date with respect to the corresponding Approved Invoice.

(c) Customer hereby authorizes PaymentWorks, as agent on Customer's behalf, to cause the proceeds of each Receivable purchased by a Transferee hereunder and related ACH transfer to be directed to the bank account of the appropriate Transferee.

(d) In the event Customer fails to timely deliver any Payment Instruction File or to otherwise cause any amount to be timely paid as provided in Section 9.4(b) above, and such failure continues for 45 days after the relevant Due Date, the Transferee may exercise such default remedies with respect thereto as may be available to it under this Agreement or applicable law.

**9.5. Representations and Warranties.** Customer represents and warrants to PaymentWorks and the applicable Transferee as follows:

(a) All Approved Invoices are in respect of genuine and lawful commercial trade transactions arising in the ordinary course of business, and the goods or services which give rise to each Approved Invoice do not include any goods or services the supply or receipt of which is contrary to applicable law (including without limitation applicable national and international export control, anti-money

laundering, anti-corruption and trade sanction and embargo laws, regulations, treaties and conventions);

(b) No agreement between Customer and any Participating Vendor contains any provision restricting the sale, assignment or transfer of Receivables by such Participating Vendor to PaymentWorks, and if such provision does exist, Customer hereby waives such provision for Receivables purchased by Transferee; and

(c) Each Participating Vendor complies with all applicable laws relating to the supply and receipt of the goods and/or services provided to Customer.

**9.6. Compensation to Customer.** As compensation to Customer for providing data necessary to support the EarlyPay Program and otherwise providing marketing support, PaymentWorks shall pay to Customer such amounts as PaymentWorks and Customer shall agree at the time Customer elects to participate in the EarlyPay Program.

**9.7. Third Party Beneficiaries.** The parties hereto agree and acknowledge that each Transferee is an intended third party beneficiary of this Section 9 and is entitled to rely on all representations and warranties made by Customer herein.

**9.8. Cancellation of EarlyPay by Customer.** Customer may terminate its participation in the EarlyPay Program at any time by giving at least 30 days' advance written notice of cancellation to PaymentWorks and PaymentWorks may terminate or modify the EarlyPay Program at any time by giving at least 30 days' advance written notice to Customer. Invoices approved for payment by Customer after the effective date of cancellation will not be eligible under the EarlyPay Program and shall be processed outside the EarlyPay Program; provided, that the provisions of this Section 9 shall govern the processing and payment of Approved Invoices, and the parties' rights and obligations with respect to Approved Invoices, that Customer approves for payment prior to such cancellation effective date. Notwithstanding cancellation of participation in the EarlyPay Program, the terms of the EarlyPay Program will survive until all Receivables purchased under the EarlyPay Program related to Customer are indefeasibly paid in full.

**9.9. Purchaser of Receivables.** From time to time, some of the activities of PaymentWorks described in this Section 9 may be performed by one or more third party designees of PaymentWorks or of the Transferee (which may be affiliates of PaymentWorks). Accordingly, for purposes of this Section 9, the term "PaymentWorks" shall be deemed to include PaymentWorks, Inc. and/or such designee(s) as appropriate; and any such designee shall be a third party beneficiary of this Agreement. PaymentWorks and/or the applicable Transferee may designate and appoint another party as the agent of, or

servicer for, such party under this Agreement and such agent may exercise such powers and perform such duties as are expressly delegated by such Transferee, together with such other powers as are reasonably incidental thereto. PaymentWorks will remain responsible for the obligations under this Agreement notwithstanding any appointment of a third party designee.

**9.10 Sale of Receivables.** Customer is hereby advised that, as part of the EarlyPay Program, Participating Vendors may Transfer Receivables to PaymentWorks or an affiliate of PaymentWorks, including PaymentWorks Acquisition Company LLC, and such Receivables may be Transferred to one or more additional Transferees. Any Transfer does not relieve Customer of its obligations to such Participating Vendor, except as provided under the UCC with respect to the Transfer of the Receivable. Customer consents to each Transfer. Customer agrees to recognize the priority and validity of any security interest or lien held by any such Transferee or its agents.

## 10. ADDITIONAL TERMS AND CONDITIONS.

**10.1. U.S. Government Licenses.** PaymentWorks provides the Service, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with PaymentWorks to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

**10.2. Export Restrictions.** The Site, the Service, other technology PaymentWorks makes available, and derivatives thereof may be subject to export laws and regulations of the United States. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not permit Authorized Users to access or use the Service or any content in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

**10.3. Terms and Conditions.** Customer acknowledges and agrees that its use of the Services and the Transaction Data, and any use of Transaction Data by its Authorized Users or Payees, shall not modify or supersede the terms and

conditions of any purchase agreements, invoices, or other negotiated terms agreed to by and between Customer and any Authorized User or Payee.

**10.4. Future Functionality.** Customer acknowledges and agrees that its subscription to the Service is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public or private statements made by PaymentWorks regarding future functionality or features.

**10.5. Assignment.** Neither this Agreement nor any rights under this Agreement may be transferred or assigned by Customer without the prior written consent of PaymentWorks.

### 10.6. Confidentiality.

**10.6.1.** In connection with this Agreement each party (a “Disclosing Party”) may disclose or make available Confidential Information to the other party (a “Receiving Party”). Subject to Section 10.6.2, “Confidential Information” means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party’s technology or data, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, including third-party data accessed through the Service (“Third-Party Data”), in each case whether or not marked, designated, or otherwise identified as “confidential.”

**10.6.2.** Confidential Information does not include information that: (i) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information being disclosed or made available to the Receiving Party in connection with this Agreement; (ii) was or becomes generally known by the public other than by the Receiving Party’s or any of its representatives’ noncompliance with this Agreement; (iii) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; (iv) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information; or (v) is required to be disclosed by law, by any court of competent jurisdiction, or by any regulatory or administrative body.

**10.6.3.** Each party shall (i) hold the other’s Confidential Information in confidence and, unless required by law, not make the other party’s Confidential Information available to any third party or use the other party’s Confidential Information for any purpose, in each case, other than as

permitted by this Agreement; (ii) disclose the other party's Confidential Information only to those of its officers, employees, agents, and subcontractors to whom and to the extent to which such disclosure is necessary for the purposes contemplated by this Agreement; (iii) require that any person who receives Confidential Information pursuant to Section 10.6.3(ii) comply with the obligations in this Section 10.6 as if they were a party to this Agreement; (iv) adopt reasonable security practices and systems to secure the Confidential Information, and take prompt remedial action (at its own expense), including prompt notice to the other party, in the event of unauthorized access or disclosure; and (v) take all reasonable steps to ensure that the other party's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of this Section 10.6.

**10.7. Third-Party Data.** PaymentWorks may provide Customer with certain Third-Party Data to assist Customer with assessing and managing risk related to payments made through the Service. Customer acknowledges that Third-Party Data is Confidential Information subject to the requirements set forth in Section 10.6. Third-Party Data shall

be used exclusively for the purposes of detecting or preventing crime, including without limitation money laundering, fraud, sanctions breaches, bribery, and corruption. Customer shall not use Third-Party Data for pre-employment screening, credit referencing, or any other purpose that may constitute a "Consumer Report" under the Fair Credit Reporting Act, 15 U.S.C. § 1681 (as amended from time to time).

**10.8.** Customer acknowledges that as a part of the PaymentWorks Partner Certification Program (the "Program"), PaymentWorks trains and certifies third-party service providers ("Partners") to implement and integrate the Site and Services; and, in connection therewith, Partners may accompany PaymentWorks in and, in some cases, under PaymentWorks' supervision, lead the implementation and integration of the Site and Services provided hereunder for training purposes; and, after certification, Partners may be subcontracted to perform implementation and integration services hereunder. All Partners will be subject to written confidentiality obligations with respect to information obtained during the Program.



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**17.**

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Receive public comments on Replat of Lot 8 Block 48 San Leon Farm Home Tracts

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	8/19/25 4:06 pm



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**18.**

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Consideration of approval, approval with conditions or disapprove of Replat of Lot 8 Block 48  
San Leon Farm Home Tracts

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	8/19/25 4:22 pm

On this the 29<sup>th</sup> day of August, 2025, the Commissioners Court of Galveston County, Texas convened in a special meeting with the following members thereof present:

Mark Henry, County Judge;  
Darrell A. Apffel, Commissioner, Precinct No. 1;  
Joe Giusti, Commissioner, Precinct No. 2;  
Hank Dugie, Commissioner, Precinct No. 3;  
Robin Armstrong MD, Commissioner, Precinct No. 4;  
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

WHEREAS, the subdivision plat San Leon Farm Home Tracts is presently on file with the County Clerk of Galveston County. It may be found in Plat Record 5, Map No. 51 of the Map Records of Galveston County, Texas; and

WHEREAS, by application attached hereto as Exhibit "A", NEP TEX #3, LLC and Sanjay Shrestha, its president, have filed their Petition and Application for permission to revise plat; and

WHEREAS, Local Government Code, Section 232.009 requires notice of this application be posted on the county website and notice sent to landowners within 200 feet of the subdivision plat to be revised; and

WHEREAS, by Order of the Commissioners Court on July 21, 2025, Michael Shannon, County Engineer, was directed to give notice of the application by mail and posting on the county's website; and

WHEREAS, pursuant to such Order, letters were sent to landowners within 200' of the subdivision to be revised and notice was posted on the Galveston County website; and

WHEREAS, the application of NEP TEX #3, LLC and Sanjay Shrestha, its president, have once again been this day presented to the Commissioners' Court: and

WHEREAS, it appearing that all requirements of Local Government Code, Section 232.009 have been met; that no opposition to the application was heard, and that the proposed revision will not interfere with the established rights of any owner of a part of the subdivided land.

BE IT THEREFORE ORDERED, that the application for Replat of Lot 8 Block 48 San Leon Farm Home Tracts be approved and that NEP TEX #3, LLC and Sanjay Shrestha, its president, be hereby permitted to revise the subdivision plat by filing the revision for record with the County Clerk.

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 29<sup>th</sup> day of August, 2025.

COUNTY OF GALVESTON, TEXAS

BY: \_\_\_\_\_  
Mark Henry, County Judge

ATTEST:

\_\_\_\_\_  
Dwight Sullivan, County Clerk

By: \_\_\_\_\_, Deputy

On this the 21<sup>st</sup> day of July, 2025, the Commissioners' Court of Galveston County, Texas convened in a special scheduled meeting with the following members thereof present:

Mark Henry, County Judge;  
Darrell A. Apffel, Commissioner, Precinct No. 1;  
Joe Giusti, Commissioner, Precinct No. 2;  
Hank Dugie, Commissioner, Precinct No. 3;  
Robin Armstrong MD, Commissioner, Precinct No. 4;  
Dwight Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

WHEREAS, the subdivision plat of San Leon Farm Home Tracts is presently on file with the County Clerk of Galveston County. It may be found in recorded in Volume 5, Page 51 in the Map Records of Galveston County, Texas; and

WHEREAS, by the application attached hereto as Exhibit "A", NEP TEX #3, LLC and Sanjay Shrestha, its president, have filed their Petition and Application for permission to revise a portion of Lot 8, Block 48; and

WHEREAS, the Commissioners Court has determined that the revision to the subdivision plat does not affect a public interest or public property of any type under Section 232.009(c) of the Local Government Code; and

WHEREAS, Local Government Code, Sec. 232.009 requires notice of this application be sent to owners of the lots that are within 200 feet of the subdivision plat to be revised and to be posted on the county website for at least 30 days preceding the date of the meeting to consider the application; and


BE IT THEREFORE ORDERED, that the time and place at which this Court will meet to consider the application and to hear public comments on the revision of the subdivision plat will be August 29, 2025, at 3:30 p.m. in the following location:


Galveston County North Annex  
174 Calder, Room 100  
League City, Texas


UPON MOTION DULY MADE AND SECONDED the above Order was passed this 21<sup>st</sup> day of July, 2025.

COUNTY OF GALVESTON, TEXAS

BY:

  
Mark Henry, County Judge

  
Dwight Sullivan, County Clerk

  
Melissa A. Childs

, Deputy

EXHIBIT "A"

APPLICATION FOR PERMISSION  
TO REVISE SUBDIVISION PLAT

THE COMMISSIONERS COURT  
OF GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS  
NOW COMES NEP TEX #3 LLC, and files this Petition and  
Application to revise plat of San Leon Farm Home subdivision plat recorded in  
Vol. 1, Page 51 of the Map Records of Galveston  
County, Texas to:

Divide 1 lot into 10 lots

Petitioner requests permission to revise the aforementioned subdivision plat in accordance with  
and as provided for in Local Government Code Section 232.009, and in support thereof would  
respectively show unto the court the following, to wit:

1. That Petitioner owns land in the aforementioned subdivision that is subject to the  
subdivision controls of Galveston County.
2. A copy of the proposed re-plat is attached hereto as Exhibit "B"
3. The portion of the subdivision plat that will be revised is:  
Lot 8 Block 48
4. The revision will not interfere with the established rights of any owner of a part of  
the subdivided land.
5. Petitioner is willing to pay the County any administrative costs that may be involved  
including the filing for record with the County Clerk a revised plat or part of a plat  
showing the changes made to the original plat.

WHEREFORE, Petitioner prays that notice of this petition and application be given to the  
required property owners in Galveston County and that said notice be published as required by  
law; that upon final hearing the Honorable Court adopt an order granting permission to the  
petitioner to revise the subdivision plat and that this Honorable Court enter such further orders  
and take further action as may be proper.

Sgt. Shultz  
Petitioner

06/14/2025  
Date

\_\_\_\_\_  
Petitioner

\_\_\_\_\_  
Date





# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**19.**

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Receive public comments on Lot 1, Block 22, Partial Replat

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	8/19/25 4:42 pm



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**20.**

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Consideration of approval, approval with conditions or disapprove of Lot 1, Block 22 Partial Replat

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	8/19/25 4:50 pm

On this the 29<sup>th</sup> day of August, 2025, the Commissioners Court of Galveston County, Texas convened in a special meeting with the following members thereof present:

Mark Henry, County Judge;  
Darrell A. Apffel, Commissioner, Precinct No. 1;  
Joe Giusti, Commissioner, Precinct No. 2;  
Hank Dugie, Commissioner, Precinct No. 3;  
Robin Armstrong MD, Commissioner, Precinct No. 4;  
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

WHEREAS, the subdivision plat San Leon Farm Home Tracts is presently on file with the County Clerk of Galveston County. It may be found in Plat Record 5, Map No. 51 of the Map Records of Galveston County, Texas; and

WHEREAS, by application attached hereto as Exhibit "A", Gentjan Hajderlli and Bruce F. Longaker have filed their Petition and Application for permission to revise plat; and

WHEREAS, Local Government Code, Section 232.009 requires notice of this application be posted on the county website and notice sent to landowners within 200 feet of the subdivision plat to be revised; and

WHEREAS, by Order of the Commissioners Court on July 21, 2025, Michael Shannon, County Engineer, was directed to give notice of the application by mail and posting on the county's website; and

WHEREAS, pursuant to such Order, letters were sent to landowners within 200' of the subdivision to be revised and notice was posted on the Galveston County website; and

WHEREAS, the application of Gentjan Hajderlli and Bruce F. Longaker have once again been this day presented to the Commissioners' Court: and

WHEREAS, it appearing that all requirements of Local Government Code, Section 232.009 have been met; that no opposition to the application was heard, and that the proposed revision will not interfere with the established rights of any owner of a part of the subdivided land.

BE IT THEREFORE ORDERED, that the application for Lot 1, Block 22 Partial Replat be approved and that Gentjan Hajderlli and Bruce F. Longaker be hereby permitted to revise the subdivision plat by filing the revision for record with the County Clerk.

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 29<sup>th</sup> day of August, 2025.

COUNTY OF GALVESTON, TEXAS

BY: \_\_\_\_\_  
Mark Henry, County Judge

ATTEST:

\_\_\_\_\_  
Dwight Sullivan, County Clerk

By: \_\_\_\_\_, Deputy

On this the 21<sup>st</sup> day of July, 2025, the Commissioners' Court of Galveston County, Texas convened in a special scheduled meeting with the following members thereof present:

Mark Henry, County Judge;  
Darrell A. Apffel, Commissioner, Precinct No. 1;  
Joe Giusti, Commissioner, Precinct No. 2;  
Hank Dugie, Commissioner, Precinct No. 3;  
Robin Armstrong MD, Commissioner, Precinct No. 4;  
Dwight Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

WHEREAS, the subdivision plat of San Leon Farm Home Tracts is presently on file with the County Clerk of Galveston County. It may be found in recorded in Volume 5, Page 51 in the Map Records of Galveston County, Texas; and

WHEREAS, by the application attached hereto as Exhibit "A", Gentjan Hajderlli and Bruce F. Longaker have filed their Petition and Application for permission to revise a portion of Lot 1, Block 22; and

WHEREAS, the Commissioners Court has determined that the revision to the subdivision plat does not affect a public interest or public property of any type under Section 232.009(c) of the Local Government Code; and

WHEREAS, Local Government Code, Sec. 232.009 requires notice of this application be sent to owners of the lots that are within 200 feet of the subdivision plat to be revised and to be posted on the county website for at least 30 days preceding the date of the meeting to consider the application; and

BE IT THEREFORE ORDERED, that the time and place at which this Court will meet to consider the application and to hear public comments on the revision of the subdivision plat will be August 29, 2025, at 3:30 p.m. in the following location:

Galveston County North Annex  
174 Calder, Room 100  
League City, Texas

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 21<sup>st</sup> day of July, 2025.

COUNTY OF GALVESTON, TEXAS

BY:

  
Mark Henry, County Judge



  
Dwight Sullivan, County Clerk

By:

  
Melissa A. Childs

, Deputy

EXHIBIT "A"

APPLICATION FOR PERMISSION  
TO REVISE SUBDIVISION PLAT

THE COMMISSIONERS COURT  
OF GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS NOW  
COMES Bruce Longaker & Gentjan Hajderlli, and file this Petition and Application to  
revise plat of N 133.33 LOT 1 (1-3) BLK 22 SAN LEON, subdivision plat recorded in Plat Record  
5, Map No. 51 of the Map Records of Galveston County, Texas:

a. Replat of N 133.33 LOT 1 (1-3) BLK 22 SAN LEON

Bruce Longaker & Gentjan Hajderlli requests permission to revise the Subdivision Plat in  
accordance with and as provided for in V.T.C.A., Local Government Code Section 232.009, and in support  
thereof would respectively show unto the court the following, to wit:

1. That Petitioner Bruce Longaker & Gentjan Hajderlli owns land  
in N 133.33 LOT 1 (1-3) BLK 22 SAN LEON that is subject to the subdivision  
controls of Galveston County.
2. A copy of the proposed re-plat is attached hereto as Exhibit "B"
3. The portion of the Subdivision Plat that will be revised is:
  - a. Lots N 133.33 LOT 1 (1-3) BLK 22 SAN LEON
4. The revision will not interfere with the established rights of any owner of a part of  
the subdivided land.
5. Petitioner is willing to pay the County any administrative costs that may be involved  
including the filing for record with the County Clerk a revised Plat or part of a Plat showing  
the changes made to the original plat.

WHEREFORE, Petitioner prays that notice of this Petition and Application be given to all owners of the  
lands within the Subdivision Plat and that said notice be published in a newspaper general circulation in  
Galveston County as required by law; that upon final hearing the Honorable Court adopt an order granting  
permission to the Petitioner to revise the Subdivision Plat and that this Honorable Court enter such further  
orders and take further action as may be proper.

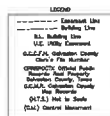
Bruce Longaker  
Gentjan Hajderlli

Owner Name

Date

Owner Bruce Longaker & Gentjan Hajderlli

6/29/25

Notary Public for the  
State of Texas  
My Commission Expires \_\_\_\_\_



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

### **21.**

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

---

Receive public comments on The Biscayne Section Two Partial Replat No. 2

#### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	8/19/25 4:54 pm



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

722 Moody  
County Courthouse  
Galveston, TX 77550  
(409) 766-2244

**22.**

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Consideration of approval, approval with conditions or disapprove of The Biscayne Section Two Partial Replat No. 2

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	8/19/25 4:58 pm

On this the 29<sup>th</sup> day of August, 2025, the Commissioners Court of Galveston County, Texas convened in a special meeting with the following members thereof present:

Mark Henry, County Judge;  
Darrell A. Apffel, Commissioner, Precinct No. 1;  
Joe Giusti, Commissioner, Precinct No. 2;  
Hank Dugie, Commissioner, Precinct No. 3;  
Robin Armstrong MD, Commissioner, Precinct No. 4;  
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

WHEREAS, the subdivision plat The Biscayne Section Two is presently on file with the County Clerk of Galveston County. It may be found in Plat Record 2005A, Map No. 157 of the Map Records of Galveston County, Texas; and

WHEREAS, by application attached hereto as Exhibit "A", The Biscayne Owners Association have filed their Petition and Application for permission to revise plat; and

WHEREAS, Local Government Code, Section 232.009 requires notice of this application be posted on the county website and notice sent to landowners within 200 feet of the subdivision plat to be revised; and

WHEREAS, by Order of the Commissioners Court on July 21, 2025, Michael Shannon, County Engineer, was directed to give notice of the application by mail and posting on the county's website; and

WHEREAS, pursuant to such Order, letters were sent to landowners within 200' of the subdivision to be revised and notice was posted on the Galveston County website; and

WHEREAS, the application of The Biscayne Owners Association have once again been this day presented to the Commissioners' Court: and

WHEREAS, it appearing that all requirements of Local Government Code, Section 232.009 have been met; that no opposition to the application was heard, and that the proposed revision will not interfere with the established rights of any owner of a part of the subdivided land.

BE IT THEREFORE ORDERED, that the application The Biscayne Section Two Partial Replat No. 2 be approved and that The Biscayne Owners Association be hereby permitted to revise the subdivision plat by filing the revision for record with the County Clerk.

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 29<sup>th</sup> day of August, 2025.

COUNTY OF GALVESTON, TEXAS

BY: \_\_\_\_\_  
Mark Henry, County Judge

ATTEST:

\_\_\_\_\_  
Dwight Sullivan, County Clerk

By: \_\_\_\_\_, Deputy

On this the 21<sup>st</sup> day of July, 2025, the Commissioners' Court of Galveston County, Texas convened in a special scheduled meeting with the following members thereof present:

Mark Henry, County Judge;  
Darrell A. Apffel, Commissioner, Precinct No. 1;  
Joe Giusti, Commissioner, Precinct No. 2;  
Hank Dugie, Commissioner, Precinct No. 3;  
Robin Armstrong MD, Commissioner, Precinct No. 4;  
Dwight Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

WHEREAS, the subdivision plat of The Biscayne Section Two is presently on file with the County Clerk of Galveston County. It may be found in recorded in Record 2005A, Map 157 in the Map Records of Galveston County, Texas; and

WHEREAS, by the application attached hereto as Exhibit "A", The Biscayne Owners Association, acting by and through Richard Woodard, its president, have filed their Petition and Application for permission to revise a portion of Reserve "K"; and

WHEREAS, the Commissioners Court has determined that the revision to the subdivision plat does not affect a public interest or public property of any type under Section 232.009(c) of the Local Government Code; and

WHEREAS, Local Government Code, Sec. 232.009 requires notice of this application be sent to owners of the lots that are within 200 feet of the subdivision plat to be revised and to be posted on the county website for at least 30 days preceding the date of the meeting to consider the application; and

BE IT THEREFORE ORDERED, that the time and place at which this Court will meet to consider the application and to hear public comments on the revision of the subdivision plat will be August 29, 2025, at 3:30 p.m. in the following location:

Galveston County North Annex  
174 Calder, Room 100  
League City, Texas

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 21<sup>st</sup> day of July, 2025.

COUNTY OF GALVESTON, TEXAS

BY: \_\_\_\_\_

Mark Henry, County Judge



\_\_\_\_\_  
Dwight Sullivan, County Clerk

By: \_\_\_\_\_

Melissa A. Childs

\_\_\_\_\_, Deputy

**EXHIBIT "A"**

APPLICATION FOR PERMISSION  
TO REVISE SUBDIVISION PLAT

THE COMMISSIONERS COURT  
OF GALVESTON COUNTY, TEXAS


TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS NOW COMES The Biscayne Homeowners Association, acting by and through Richard Woodard, it's President, and file this Petition and Application to revise plat of The Biscayne Section Two (2). subdivision plat recorded in Plat Record 2005A, Map No. 157 of the Map Records of Galveston County, Texas:

- a. Replat of 4,413 Square Feet (0.101 of one acre) out of Reserve "K"

The Biscayne Homeowners Association, acting by and through Richard Woodard, it's President requests permission to revise the Subdivision Plat in accordance with and as provided for in V.T.C.A., Local Government Code Section 232.009, and in support thereof would respectively show unto the court the following, to wit:

1. That Petitioner The Biscayne Homeowners Association, acting by and through Richard Woodard, it's President owns land in The Biscayne Section Two (2) that is subject to the subdivision controls of Galveston County.
2. A copy of the proposed re-plat is attached hereto as Exhibit "B"
3. The portion of the Subdivision Plat that will be revised is:
  - a. 4,413 Square Feet (0.101 of one acre) out of Reserve "K" (AKA: Lot 3-A)
4. The revision will not interfere with the established rights of any owner of a part of the subdivided land.
5. Petitioner is willing to pay the County any administrative costs that may be involved including the filing for record with the County Clerk a revised Plat or part of a Plat showing the changes made to the original plat.

WHEREFORE, Petitioner prays that notice of this Petition and Application be given to all owners of the lands within the Subdivision Plat and that said notice be published in a newspaper general circulation in Galveston County as required by law; that upon final hearing the Honorable Court adopt an order granting permission to the Petitioner to revise the Subdivision Plat and that this Honorable Court enter such further orders and take further action as may be proper.

  
Richard Woodard  
The Biscayne Homeowners Association  
It's President

7-8-25  
Date

