

TIPS VENDOR AGREEMENT INSTRUCTIONS

If you have not taken exception or deviation to the agreement language in the solicitation attributes, please insert your company name on the first page below. Fill in your company name at the top of Page 1, save the file, and upload to the AGREEMENT section of the “Response Attachments” tab. Next, download the AGREEMENT SIGNATURE FORM from the “Attachment” tab. Download the document to your computer, fill in the requested company information, and either e-sign the document or print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload to the AGREEMENT SIGNATURE FORM section of the “Response Attachments” tab.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form to the AGREEMENT SIGNATURE FORM section of the “Response Attachments” tab, because this is a required document.

End of instructions

TIPS VENDOR AGREEMENT

Between Pro Energy Partners, LLC and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 230506 Natural Gas Services (Texas Only)

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter “TIPS”) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor (also inclusive of the term “Natural Gas Provider”, “NGP”, or “TIPS NGP”). This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

Terms and Conditions

TIPS Procurements of Natural Gas

A public entity or qualifying non-profit has not made a proper legal procurement through TIPS for compliance, public procurement, or audit purposes until the public entity or qualifying non-profit has received the contract-specific TIPS Natural Gas Contract Confirmation for their procurement file. The TIPS Natural Gas Contract Confirmation will be issued promptly upon TIPS’ receipt and approval of the NGP’s required delivery of the executed Natural Gas Contract and the required TIPS Natural Gas Administration Fee Calculation Worksheet with attachments when required. If a public entity or qualifying non-profit customer believes that they have procured natural gas from a TIPS NGP through the TIPS Contract, with or without the assistance of a third-party consultant, and they have not received the project-specific TIPS Natural Gas Contract Confirmation then no TIPS procurement has taken place and the public/non-profit entity may have made the purchase in violation of applicable public procurement laws unless or until the TIPS Natural Gas Contract Confirmation is properly issued.

NGP’S Proposed Standard Contract Terms and Conditions

NGP was required to upload sample contract documents within its proposal for TIPS review and consideration for scoring and evaluation purposes. **Those standard terms and conditions were not negotiated or approved by TIPS.** Where a TIPS Member entity customer enters into a Natural Gas Contract with an awarded NGP under the TIPS Contract (*including where the TIPS Contract Name/Number has been included in the related quotes and contract pricing and documents*), TIPS Members reserve the right and are encouraged to negotiate modifications that reflect their particular needs. Agreements for purchase shall be put into effect by means of this negotiated Natural Gas Contract only when executed by authorized agents of the TIPS Member participating government entities. **Vendor accepts and understands that when a contract or similar purchase document is reported to TIPS,**

TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the contract or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific contract or order. Vendor agrees that any contract or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a contract or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the NGP has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Negotiations of the NGP'S Natural Gas Contract

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor shall enter into a Natural Gas Contract to further define the level of service requirements over and above the minimum defined in this Agreement. Any negotiated terms agreed upon by Vendor and TIPS Member entity are exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Natural Gas Contract with the TIPS Member customer, shall not be made party to any claim for breach of such agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign any additional agreements, those agreements shall comply with the award made by TIPS to the Vendor. NGP'S Natural Gas Contract and supplemental documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and expressly agrees to be a party.

TIPS Member Purchasing Procedures

When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract Number on all related quotes, invoices, contracts, pricing request responses, and similar sales documents. It is the duty of the Vendor to submit documentation of all final purchases to TIPS for processing as required herein and within the solicitation (incorporated by reference). The awarded NGP(s) will be required to provide immediately not later than seven business days after the execution of the Natural Gas Contract, submit to tipspo@tips-usa.com and naturalgas@tips-usa.com the executed Natural Gas Contract, the required TIPS Natural Gas Administration Fee Calculation Worksheet, and any supplemental documentation required by the required TIPS Natural Gas Administration Fee Calculation Worksheet as described herein. Failure to report a TIPS sale may result in termination of Vendor's TIPS Contract(s) and preclusion to responding to future solicitations. Please note that a TIPS Member has not made a proper legal procurement through TIPS for compliance, public procurement, or audit purposes until the public entity or qualifying non-profit has received the contract-specific TIPS Natural Gas Contract Confirmation for their procurement file. The TIPS Natural Gas Confirmation will be issued promptly upon TIPS' receipt and approval of the Natural Gas Provider's (NGP's) required delivery of the executed TIPS Natural Gas Contract and the required TIPS Natural Gas Administration Fee Calculation Worksheet.

Use of Third-Party Consultants

NGP agrees that when a TIPS Member or NGP utilizes a third-party consultant to facilitate customer procurement of a Natural Gas Contract, the use of the consultant does not negate or circumvent the necessity for legal public procurement of that contract by the TIPS Member. If the third-party consultant requests NGP's TIPS pricing and information and selects NGP on the basis of that production, NGP shall consider any award thereafter a TIPS sale and all terms included in this Agreement shall apply to that sale.

Require Inclusion of TIPS Contract Number Designation on Contracts, Invoices, Quotes, and Pricing Requests

Each contract, invoice, quote, or pricing delivered in response to a request shall include the Vendor's TIPS Contract number whether provided through Vendor directly or through the use of third-party consultant by either Vendor or Member.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately five years with an option for renewal for an additional two consecutive one-year terms. If TIPS offers a renewal extension year, the NGP will be notified by email to the primary contact of the awarded NGP and shall be deemed accepted by the NGP unless the awarded NGP notifies TIPS of its objection to the additional term in writing. TIPS may or may not exercise some or all of the available extension(s) provided in the original solicitation beyond the base five-year term. Whether or not to offer some or all of the extension is at the sole discretion of TIPS.

"Start Date" for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement "term" calculation purposes only, the Agreement "Start Date" is the last day of the month that "Award Notifications" are anticipated as published in the Solicitation.

Example: *In this example, if the anticipated "Award Date" published in the Solicitation is May 22, 2022, but extended negotiations delay award until June 27, 2022 the end date of the resulting initial "five-year" term, (which is subject to an extension(s)) will still be May 31, 2027 for purposes of this example.*

"Termination Date": The scheduled Agreement "termination date" shall be the last day of the month of the month of the original solicitation's anticipated "Award Date" plus five years.

Example: *In this example, if the original term is approximately five years, and the solicitation provides an anticipated award date of May 22, 2022, the expiration date of the original five-year term shall be May 31, 2027 for purposes of this example.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original/prior term expires unless otherwise specified.

Example Following the Previous Example: *In this example, if TIPS offers a one-year extension of the base-term, the expiration of the extended term shall be May 31, 2028 unless otherwise specified.*

TIPS may offer to extend NGP Agreements to the fullest extent the original Solicitation permits.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. Support shall be provided as agreed upon with the TIPS Member Customer in the Natural Gas Contract

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company, where permitted by TIPS.

Disclosures

- Vendor and TIPS affirm that they, or any authorized employees or agents, have not given, offered to give, nor 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 this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted 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.

Circumvention of TIPS Sale.

Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. 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. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Payments

The TIPS Member will make payments directly to the Vendor or as agreed by the Vendor and the TIPS Member in compliance with their negotiated Natural Gas Contract and applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing & Fees

Price increases will be honored according to the terms of the solicitation and vendor proposal and shall not exceed any not-to-exceed pricing amounts proposed by Vendor. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer. TIPS intends that NGP include the fee in the contract price between the awarded NGP(s) and the TIPS Member Customer who is contracting for natural gas services. The awarded NGPs will collect the fee from any TIPS Member through its normal invoicing process. The NGP shall calculate the TIPS Administration Fee prior to delivering an initial offer to a TIPS

Member. Once calculated, the fee is to be added to the NGP's natural gas price that is presented to the TIPS Member. The TIPS fee will not be separately listed in NGP's contract and sale documents issued to the TIPS Member. If a NGP fails to perform this calculation initially, per the terms of the TIPS Contract, the NGP will still owe the same amount, but will be unable to factor that fee amount into the contract price quoted to the TIPS Member.

TIPS Natural Gas Administration Fee

NGPs were given three potential fee structure options to consider from when reporting a TIPS sale through completion and submission of the required TIPS Natural Gas Administration Fee Calculation Worksheet. NGP agrees to use one of the approved Fee Structure Options for fee calculation and reporting. NGP agrees that Option C may only be utilized if it was submitted with NGP's proposal, approved by TIPS, and TIPS continues to accept that Fee Structure Option during the life of this Agreement. NGP agrees that if (1) NGP did not submit a Fee Structure Option C- Custom Fee, or (2) TIPS rejected NGP's Fee Structure Option C during the proposal process or at any time during the life of the contract at TIPS sole discretion, then NGP agrees that it shall honor either Fee Structure Option A or B for all TIPS sales. If NGP does not agree to and honor either Fee Structure Option A or B for all TIPS sales in that circumstance, NGP's awarded TIPS Contract shall be terminated immediately. The fee selection for any given project will be made via the completion and submission of the TIPS Natural Gas Administration Fee Calculation Worksheet, provided to NGP during the solicitation process. NGP has reviewed the Worksheet, understands the Worksheet, and expressly agrees to report and pay accordingly exactly as instructed therein. TIPS intends that NGP include the fee in the contract price between the awarded NGP(s) and the TIPS Member Customer who is contracting for natural gas service. The awarded NGPs will collect the fee from any TIPS Member through its normal invoicing process. Any failure to report or pay according to the selection made by NGP at the time of reporting and these terms can result in contract termination and/or collection/legal actions. By signing this Agreement, NGP agrees that it shall select and properly utilize Fee Structure Option A, Fee Structure Option B, or, only when expressly permitted by TIPS, Fee Structure Option C exactly as described in the Solicitation which is incorporated herein by reference. NGP agrees to supply all required documentation to TIPS for the Fee Structure Option that it selects for any TIPS sale. NGP agrees to pay, timely and in-full, the amount of the TIPS Natural Gas Administration Fee to TIPS within the timeline permitted in the instructions for the selected Fee Structure Option.

Timing of TIPS Administration Fee Calculation

When a TIPS Member seeks a quote from a NGP under the awarded TIPS Contract, the NGP shall calculate the TIPS Administration Fee prior to delivering an initial offer to a TIPS Member. Once calculated, the fee is to be added to the NGP's natural gas price that is presented to the TIPS Member. The TIPS fee will not be separately listed in NGP's contract and sale documents issued to the TIPS Member. If a NGP fails to perform this calculation initially, per the terms of the TIPS Contract, the NGP will still owe the same amount, but will be unable to factor that fee amount into the contract price quoted to the TIPS Member.

Reporting of Sales to TIPS by Vendor

When a public or non-profit entity enters into a Natural Gas Contract with NGP which was procured under the TIPS Contract and/or includes the TIPS Contract Name and/or Number ("TIPS Contract Designation"), NGP shall immediately, and not later than seven business days after the execution of the Natural Gas Contract, submit to tipspo@tips-usa.com and naturalgas@tips-usa.com, the executed Natural Gas Contract, the required TIPS Natural Gas Administration Fee Calculation Worksheet, and any supplemental documentation required by the TIPS Natural Gas Administration Fee Calculation Worksheet for the particular fee structure.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees

from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

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

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Contract Modification or Change Order

If a contract or purchase modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. No transfer or assignment of contractual rights may take place without prior notification and approval of TIPS.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by 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: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. 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, awarded Vendor agrees that no employee of 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. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded 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

Awarded 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. Awarded 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 or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM. If Vendor is hosting a custom TIPS website vendor shall notify TIPS by emailing tips@tips-usa.com and seeking approval of the custom website. If said website shall include contract pricing, TIPS shall be notified when prices change in accordance with the award.

Survival Clause

All applicable sales, Supplemental Agreements, contracts, license agreements, warranties or service

agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding Vendor’s responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members’, the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor’s pricing or TIPS transaction documentation with TIPS Members with 30 days’ notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without 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 the pricing under this agreement, 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 Region 8 ESC or 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.

Force Majeure

This term applies to the TIPS Agreement between TIPS and Vendor only. It shall not apply to the NGP’S Natural Gas Contract and TIPS anticipates that specific Force Majeure clauses will be included therein when negotiated between Vendor and TIPS Member. 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 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, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting

from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, 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 any 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. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Status of TIPS Members as Related to Vendor's Contract Information

TIPS Members have the same access to the proposal information and all related documents as TIPS regardless of confidentiality designations. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Dealers/Resellers as Related to This Agreement

When applicable to your industry, Vendor's Named Dealers/Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller as the law allows.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserve the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same, and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

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.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. 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.

The TIPS Vendor Agreement Signature Page is inserted here.

**TIPS VENDOR AGREEMENT SIGNATURE
FORM TIPS RFP 230506 NATURAL GAS SERVICE**

Vendor Name: Pro Energy Partners LLC

Vendor Address: 14800 St Marys Ln Suite 250

City: Houston State: TX Zip Code: 77079

Vendor Authorized Signatory Name: Jarrett Rogers

Vendor Authorized Signatory Title: President

Vendor Authorized Signatory Phone: 832-300-0150

Vendor Authorized Signatory Email: jrogers@proenergypartners.com

Vendor Authorized Signature:  Date: 5/31/2023

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature:  Date: 07.07.2023

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



230506

**Pro Energy Partners
Supplier Response**

Event Information

Number: 230506
Title: Natural Gas Service (Texas Only)
Type: Request for Proposal
Issue Date: 5/4/2023
Deadline: 6/16/2023 03:00 PM (CT)
Notes: The purpose of this solicitation is to solicit proposals for natural gas service and to select one or multiple Natural Gas Providers (“NGPs”) to serve as awarded NGPs to Texas TIPS members. If Awarded, this Contract may be utilized with Texas Member Customers only.

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

Pro Energy Partners Information

Contact: Michael Lively
Address: 14800 St. Mary's Ln, Ste 250
Houston, TX 77079
Phone: (832) 300-0150
Email: mlively@proenergypartners.com
Web Address: www.proenergypartners.com

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

Michael Lively
Signature

mlively@proenergypartners.com
Email

Submitted at 5/31/2023 11:27:38 AM (CT)

Requested Attachments

230506 Required Reference Form

TIPS 230506 Required Reference Form.pdf

The vendor must download the 230506 Required Reference Form from the "ATTACHMENTS" tab, fill in the requested information and upload the completed form in excel format here. DO NOT UPLOAD encrypted or password-protected files or utilize another format other than excel.

230506 Required Liaison Services and Financial Information

TIPS 230506 Required Liaison Services and Financial Information.pdf

The vendor must download the 230506 Required Liaison Services and Financial Information form from the "ATTACHMENTS" tab, fill in/attach the requested information, and upload the completed form with attachments, if any, here. DO NOT UPLOAD encrypted or password-protected files.

230506 Required Billing and Payment Information

TIPS 230506 Required Billing and Payment Information.pdf

The vendor must download the 230506 Required Billing and Payment Information form from the "ATTACHMENTS" tab, fill in/attach the requested information and upload the completed form with attachments, if any, here. DO NOT UPLOAD encrypted or password-protected files.

230506 Required Company Overview & Customer Care

TIPS 230506 Required Company Overview Customer Care.pdf

The vendor must download the 230506 Required Company Overview & Customer Care form from the "ATTACHMENTS" tab, fill in/attach the requested information, and upload the completed form with attachments, if any, here. DO NOT UPLOAD encrypted or password-protected files.

Required Sample Contract Documents

TIPS NGSC 2023.pdf

NGP must upload the following contract documents into the response attachment location entitled "Required Sample Contract Documents." Please provide all standard contract documents that your company would require a TIPS member to execute if your company was selected to provide natural gas service. Because different TIPS members may choose to purchase different natural gas products, please provide, in addition to your company's base agreement, confirmations/product exhibits/addenda for the following product structures if utilized by your entity:

Option 1: Full Requirements (Load Following)

Option 2: Full Requirements (Load Following)

Option 3: Products tied to Houston Ship Channel Index (First of Month, Inside FERC Publication) plus Adder with unlimited usage restrictions.

Option 4: Products tied to Houston Ship Channel Index (First of Month, Inside FERC Publication) plus Adder, tied to a specific monthly usage forecast with differences settled at differing index.

Option 5: Other

TIPS intends to review and evaluate the submitted contract documents to evaluate whether the extent to which the terms are legally reasonable for the TIPS Member Customer. TIPS will be looking at all provisions, including but not limited to: venue, jurisdiction, force majeure, termination, confidentiality, and other such standard terms. TIPS will be viewing these documents only and will not be negotiating them on behalf of the TIPS Member Customers. TIPS Members reserve the right to negotiate modifications that reflect their particular needs. This process is required for award and will be strongly considered in the scoring category of "The quality of the vendor's goods or services."

Vendor Agreement

TIPS 230506 Vendor Agreement (1).pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

TIPS Vendor Agreement Signature.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

230506 Required Confidentiality Claim Form

TIPS Confidentiality Form.pdf

230506 REQUIRED CONFIDENTIALITY FORM. PLEASE READ CAREFULLY AND FOLLOW THE INSTRUCTIONS. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Supplementary

No response

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Current W-9 Tax Form

Pro Energy Partners LLC W-9.pdf

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

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password-protected files.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Logo and Other Company Marks

No response

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION

No response

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Response Attachments

TIPS Sample Invoice - ISD.pdf

Sample Invoice

TIPS Exhibit A 6-1-2023.pdf

Exhibit A for CenterPoint Energy

Bid Attributes

1	Yes - No Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. <input type="text" value="NO"/>
2	Yes - No Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ . Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. <input type="text" value="No"/>
3	Yes - No The Vendor can provide services and/or products in the State of Texas. <input type="text" value="Yes"/>

4	<p>States Served:</p> <p>If answer is NO to question #3, please explain.</p> <p><i>No response</i></p>
5	<p>Company and/or Product Description:</p> <p>This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)</p> <p>Natural Gas Supplier</p>
6	<p>Primary Contact Name</p> <p>Primary Contact Name</p> <p>Michael Lively</p>
7	<p>Primary Contact Title</p> <p>Primary Contact Title</p> <p>VP Sales and Marketing</p>
8	<p>Primary Contact Email</p> <p>Primary Contact Email</p> <p>mlively@proenergypartners.com</p>
9	<p>Primary Contact Phone</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p>8323000150</p>
10	<p>Primary Contact Fax</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p>8323000151</p>
11	<p>Primary Contact Mobile</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p>8326231587</p>
12	<p>Secondary Contact Name</p> <p>Secondary Contact Name</p> <p>Jarrett Rogers</p>
13	<p>Secondary Contact Title</p> <p>Secondary Contact Title</p> <p>President</p>

1 4	Secondary Contact Email Secondary Contact Email <input type="text" value="jrogers@proenergypartners.com"/>
1 5	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8323000150"/>
1 6	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
1 7	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
1 8	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Adrienne Wright"/>
1 9	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="awright@proenergypartners.com"/>
2 0	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8323000150"/>
2 1	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Stella Myers"/>
2 2	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="smyers@proenergypartners.com"/>

2 3	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8323000150"/>
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2 4	Company Website Company Website (Format - www.company.com) <input type="text" value="www.proenergypartners.com"/>
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2 5	Entity D/B/A's and Assumed Names 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 responded to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="No response"/>
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2 6	Primary Address Primary Address <input type="text" value="14800 St Marys Ln suite 250"/>
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2 7	Primary Address City Primary Address City <input type="text" value="Houston"/>
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2 8	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="TEexas"/>
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2 9	Primary Address Zip Primary Address Zip <input type="text" value="77079"/>
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3 0	Search Words: Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.) <input type="text" value="Natural Gas, Energy"/>
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3 1	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal? Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company. Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you? <input type="text" value="Yes"/>
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3
2 **Yes - No**

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

3
3 **Company Residence (City)**

Vendor's principal place of business is in the city of?

3
4 **Company Residence (State)**

Vendor's principal place of business is in the state of?

3
5 **Not-to-Exceed Price: - REQUIRED RESPONSE TO AVOID DISQUALIFICATION**

YOU MUST RESPOND TO THIS ATTRIBUTE. Please agree that you will not exceed a maximum price of \$25/MMBtu when charging a TIPS Member for natural gas during the term of the Vendor Agreement. The \$25/MMBtu not-to-exceed price should be for a fully shaped, load following fixed price of natural gas inclusive of all retail cost components, including TIPS fees, but not including the retail adder, fuel, LDU charges and applicable taxes.

The awarded respondent(s) understand that during the term of the Vendor Agreement no TIPS Member may be charged a price higher than this not-to-exceed price.

Your responses will be considered in assigning points within the scoring categories of "Purchase Price" and "The total long-term cost to TIPS and its Members to acquire the Vendor's goods or services" as described in the RFP.

36 Not-to-Exceed Retail Service Fee: - REQUIRED RESPONSE TO AVOID DISQUALIFICATION

YOU MUST RESPOND TO THIS ATTRIBUTE. YOU MUST ENTER AN ACCURATE DOLLAR AMOUNT REPRESENTING THE ACCURATE **\$/MMBtu FEE** AS REVISIONS TO THE DOLLAR AMOUNT AFTER CLOSING WILL NOT BE PERMITTED. Please provide a not to exceed retail service fee in \$/MMBtu that will serve as the maximum fee your company will charge any TIPS Member who purchases natural gas from your company. The retail service fee should represent the fee you would charge a customer who is purchasing natural gas on a complete pass through contract, meaning the service fee contains no commodity related cost components, but instead represents only your company's fee for providing retail service. The retail service fee should include operational costs (customer service, billing, etc.), credit costs, working capital costs, SG&A costs, and profit for your company as well as any other non-commodity related costs.

Your responses will be considered in assigning points within the scoring categories of "Purchase Price" and "The total long-term cost to TIPS and its Members to acquire the Vendor's goods or services" as described in the RFP.

37 NGP Agreement to Honor TIPS Administration Fee Calculation Options A and B

NGPs agree that NGPs may propose a Fee Structure Option C- Custom Fee Structure herein. However, NGPs also agree that if (1) NGP does not submit a Fee Structure Option C- Custom Fee, or (2) TIPS rejects NGPs Fee Structure Option C during the proposal process or during the life of the contract at TIPS sole discretion, then NGP agrees that it shall honor either Fee Structure Option A or B for all TIPS sales. If NGP does not agree to and honor either Fee Structure Option A or B for all TIPS sales, NGP shall not receive award or the awarded TIPS Contract shall be terminated immediately.

38 Fee Structure Option C – Custom Fee

NGP may propose another method of fee calculation/payment to meet their current internal processes as long as the proposed method is accepted by TIPS and the amount calculated meets or exceeds the amounts to paid under Options A & B, as determined by TIPS within its sole discretion. TIPS will do its best to review and accommodate the requested method but if it cannot be supported by TIPS current internal systems, NGP must calculate/pay either the Option A or Option B fee.

If NGP CANNOT support fee calculation/payment through Option A or B, NGP must include a detailed explanation of the Option C method that they propose herein for TIPS review and consideration. If NGP and TIPS cannot come to an agreement on the structure proposed, and NGP insists that Option A and B cannot be supported by NGP, TIPS cannot proceed with award of contract.

39 Yes - No

Vendor agrees to remit to TIPS the required administration fee in full for all TIPS sales.

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work. Failure to agree shall render your response void and it will not be considered.

40 TIPS Administration Fee Paid by Vendor

When a TIPS Member seeks a quote from a NGP under the awarded TIPS Contract, the NGP shall calculate the TIPS Administration Fee prior to delivering an initial offer to a TIPS Member. Once calculated, the fee is to be added to the NGP's natural gas price that is presented to the TIPS Member. The TIPS fee will not be separately listed in NGP's contract and sale documents issued to the TIPS Member. If a NGP fails to perform this calculation initially, per the terms of the TIPS Contract, the NGP will still owe the same amount, but will be unable to factor that fee amount into the contract price quoted to the TIPS Member.

41 Years in Business as Proposing Company

Years in business as proposing company? This attribute will be considered in evaluating the category of "Experience" as explained in the RFP.

42 Resellers:

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

43 Right of Refusal

The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

44 NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or 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 submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself 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.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

4 5 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

4 6 Filing of Form CIQ

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4 7 Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

4 8 Regulatory Standing

Regulatory Standing explanation of a "No" answer on previous question.

4 9 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

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

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

(4) Neither I nor any representative of the Company 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.

50 Suspension or Debarment Instructions

Instructions for Certification:

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.

51 Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

5
2 **Non-Discrimination Statement and Certification**

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs 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 USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

Yes, I certify (Yes)

5
3 **2 CFR PART 200 Contract Provisions Explanation**

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

5 4 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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 reserves 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?

5 5 2 CFR PART 200 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 reserves 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 reserves 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?

5 6 2 CFR PART 200 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 requires 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?

5
7 **2 CFR PART 200 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 requires 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 to the terms included or referenced herein.

Does vendor agree?

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8 **2 CFR PART 200 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 \$250,000)

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 that it is in compliance with the Clean Air Act?

5
9 **2 CFR PART 200 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 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; 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 the Solid Waste Disposal Act as described above?

6 2 CFR PART 200 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 agree?

6 2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, 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). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this 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.

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 agree?

**6
2** **2 CFR PART 200 Ban on Foreign Telecommunications**

Federal grant funds may not be used to purchase 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” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), 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).

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 agree?

**6
3** **2 CFR PART 200 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 Agree?

6
4

FEMA Fund Certifications

Submission of this proposal is Vendor's certification that Vendor agrees to this term. Vendor certifies that **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 for the purposes of making audits, examinations, excerpts, and transcriptions. The 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.

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(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.

6
5

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 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 agree?

6 **Certification Regarding Lobbying**

6 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 section 1352, Title 31, U.S. Code. 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.

6 **If you answered "I HAVE lobbied" to the above Attribute Question**

7 If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

6 **Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus**
8 **Area Firms.**

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

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

**6
9** ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

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.

**7
0** Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from

indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as

ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for

any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on

behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree

to these terms?

Yes, I Agree (Yes)

7
1 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

7
2 Remedies Explanation of No Answer

7
3 Choice of Law

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

7
4 Venue, Jurisdiction and Service of Process

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, 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 any 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. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

**7
5** **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

**7
6** **Infringement(s) Explanation of No Answer**

No response

**7
7** **Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes, I Agree (Yes)

**7
8** **Payment Terms and Funding Out Clause**

Payment Terms:

TIPS or 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 laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all 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.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

Yes, I Agree (Yes)

7 Insurance and Fingerprint Requirements Information

9

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: 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.

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.

I certify that:

NONE (Section A) of the employees of Contractor 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 Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
- (4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

8 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

1

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

8 **Texas Government Code 2270 & 2271 Verification Form**

2

Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the 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.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

**8
3** **Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

**8
4** **Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

**8
5** **Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

**8
6** **Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

**8
7** **Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

**8
8** **Felony Conviction Notice**

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.” (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

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 you answer C below, you are required to provide information in the next attribute.

**8
9** **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

**9
0** **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the “Attachments” section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the “Response Attachments” section titled “Confidentiality Form” in order to provide to TIPS the completed form titled, “CONFIDENTIALITY CLAIM FORM”. **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM.** By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

9 1 Member Access to Vendor Proposal
Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Contract constitutes Vendor's 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 by TIPS Members or any other party. By submitting this proposal, Vendor certifies the foregoing.

9 2 Choice of Law clauses with TIPS Members
If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

9 3 Venue of dispute resolution with a TIPS Member
In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

9 4 Automatic renewal of contracts or agreements with TIPS or a TIPS member entity
This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

9 5 Indemnity Limitation with TIPS Members
Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".
Agreement is a required condition to award of a contract resulting from this Solicitation.

9 6 Arbitration Clauses
Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

9
7 **Required Vendor Sales Reporting**

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. 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. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

9
8 **Upload of Current W-9 Required**

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

9
9 **CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract 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. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, 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't Code § 809.001(1).

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**CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES
(Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental 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.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, 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 contract, "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. See Tex. Gov't Code § 2274.001(3) of SB 19. "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." See Tex. Gov't Code § 2274.001(3) of SB 19.

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**CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH
CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company 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 contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company 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.

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Acknowledgement

By submitting this proposal, Vendor 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 found to be necessary by the proposing vendor, vendor has sought the advice of counsel in understanding all portions of the solicitation.

230506 Natural Gas Service (Texas Only)

[INSERT VENDOR NAME HERE]

DO NOT HANDWRITE REFERENCES AND DO NOT CONVERT EXCEL SHEET TO ANY OTHER FORMAT.

ALL INFORMATION MUST BE TYPED AND FORM MUST BE UPLOADED IN EXCEL FORMAT.

Please provide **FIVE (5) VERIFIED AND WILLING** references, from five different entities, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required.

DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than FIVE (5) references.

REFERENCE #1	
Entity Name:	Cypress Fairbanks ISD
Customer Contact Name:	Jay Bonham
Customer Contact Phone Number:	501-351-8004
Customer Contact Email Address:	jay.bonham@cfisd.net
Annual MMBtu usage:	209000
Years served by your firm:	1.5
REFERENCE #2	
Entity Name:	Katy ISD
Customer Contact Name:	Patti Fortin
Customer Contact Phone Number:	281-396-7581
Customer Contact Email Address:	patriciafortin@katyisd.org
Annual MMBtu usage:	108000
Years served by your firm:	1
REFERENCE #3	
Entity Name:	Spring Branch ISD
Customer Contact Name:	Richard Gay
Customer Contact Phone Number:	713-251-1106
Customer Contact Email Address:	richard.gay@springbranchisd.com
Annual MMBtu usage:	63000
Years served by your firm:	3
REFERENCE #4	
Entity Name:	Klein ISD
Customer Contact Name:	Melissa Crizer
Customer Contact Phone Number:	832-249-4474
Customer Contact Email Address:	mcrizer1@kleinisd.net
Annual MMBtu usage:	44000
Years served by your firm:	1.5
REFERENCE #5	
Entity Name:	Goose Creek CISD
Customer Contact Name:	Michael Rasmussen
Customer Contact Phone Number:	281-707-3853
Customer Contact Email Address:	michael.rasmussen@gccisd.net
Annual MMBtu usage:	66000
Years served by your firm:	6

230506 Required Liaison Services & Financial Information

Please respond to all questions clearly, comprehensively, and concisely. You may place your responses on a separate document and attach that document hereto as long as the answers are numbered to match their corresponding question. You may also attach supplemental documents and information which support your responses. Vendor's responses will be significantly considered in the evaluation criteria categories of "The Reputation of the Vendor and of the Vendor's Goods and Services."

LDU Liaison Services. Supply details as to how your company will provide liaison services between a TIPS Member and the applicable LDU for activities including:

1. New service connections, disconnections, and consolidations/aggregations:

These communications will be handled by the Pro contract team who will be in communication with the LDU as well as the TIPS member at all stages and available at any time for questions.

2. New construction and temporary natural gas supply requirements:

These changes will be handled by the Pro agent (Mike Lively) and the LDU and the TIPS member.

3. Advocacy services on behalf of TIPS member when conflicts or disputes arise with LDUs:

Mike Lively along with the Pro Energy team will always advocate with LDU on behalf of TIPS members

Financial Information. Please provide information regarding the financial ability of your company to perform the obligations requested in this RFP. This should include:

1. Credit rating of the legal entity that will be the counterparty for natural gas service. If the legal entity that will be supplying natural gas is not publicly rated, please provide the credit rating of the parent company if applicable:

Experian score 674

2. If no credit rating is available, please provide information substantial enough to evaluate the financial integrity of your organization. Most current year audited financial statements are preferred:

3. Provide a statement of any active lawsuit, arbitration, or mediation your company is currently involved with:

NA

230506 Required Billing and Payment Information

Please respond to all questions clearly, comprehensively, and concisely. You may place your responses on a separate document and attach that document hereto as long as the answers are numbered to match their corresponding question. You may also attach supplemental documents and information which support your responses. Vendor's responses will be significantly considered in the evaluation criteria categories of "The Quality of Vendor's Goods or Services."

Billing and Payment.

1. Please provide any statistics your company tracks regarding accuracy and timeliness of invoice generation.
A monthly audit is performed to check accuracy against the LDC charges and usage.
Controller, sales agent and President review all initial invoices for new customers
2. Does your company offer summary billing? If yes, please provide a sample summary invoice attached hereto.
Yes.
3. Does your organization accommodate emailed invoices?
Yes
4. Does your organization accept electronic payment? If so, please describe the form and type of electronic payment.
Yes. ACH or credit card payment is accepted.

230506 REQUIRED COMPANY OVERVIEW AND CUSTOMER CARE

Please respond to all questions clearly, comprehensively, and concisely. You may place your responses on a separate document and attach that document hereto as long as the answers are numbered to match their corresponding question. You may also attach supplemental documents and information which support your responses. Vendor's responses will be significantly considered in the evaluation criteria categories of "Extent to Which the Goods or Services Meet the Needs."

- a) Company Overview. Please provide an overview of your organization and include answers to the following:
1. How long has your company been providing natural gas service in Texas? 15 years
 2. How many unique non-residential customers does your company serve in Texas? 1400
 3. What is your current total annual MMBtu hour volume served by your company in Texas? Annual MMBtu volume is 20 BCF
 4. How many employees work within your organization? 5
 5. Provide the address of each office maintained in Texas. 14800 St. Mary's Ln Ste 250 Houston, TX 77079
 6. How many public-sector customers do you currently serve in Texas? Please categorize by county, city, school district, college/university or other governmental entities. We serve 2 municipalities, 10 ISD's, 5 Universities and several county/city facilities.
- b) Customer Care. Please provide details as to expected service standards that your company will provide. Specifically address the following:
1. How does your company propose to provide customer service support to TIPS members who contract for natural gas service? (i.e. Will there be one commercial point of contact that will work with all TIPS members or will each TIPS member have their own unique point of contact.) One contact for all. Mike Lively
 2. In addition to the above, does your company have a customer care team/call center to assist with general business questions? If so, please provide a brief description of the team including hours of operation, number of call center personnel and average time before an inbound call is answered. Yes, all calls are answered by a human here in the local office within 2 or 3 rings. In addition, there is a customer care email and phones are forwarded after hours to a Pro Energy care team member.
 3. Provide details of the level of authority that your customer contact personnel have to resolve customer issues. All levels.
 4. Will your company make natural gas consumption data available online or via e-mail in Excel format? Please provide samples of any standard reports available to customers that relate to monthly usage and spend data. Yes
- c) Additional Value-Added Offers. Please provide any additional value-added service offerings you believe would benefit the TIPS membership.

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Pro Energy Partners LLC

Vendor Authorized Signatory Name: Jarrett Rogers

Vendor Authorized Signatory Title: President

Vendor Authorized Signatory Email: jrogers@proenergypartners.com

Vendor Address: 14800 St Marys Ln Suite 250

City: Houston State: TX Zip Code: 77079

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.

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

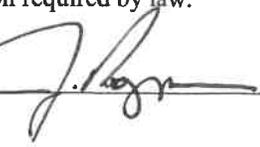
(Confirm each bullet point and sign below)

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.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

Authorized Signature:  _____

NOTICE REGARDING VENDOR'S SAMPLE NATURAL GAS SALES AGREEMENT

The following document is an example of Vendor's standard terms and conditions. **This Agreement was not pre-negotiated by TIPS.** It was provided by Vendor as an example of their standard Natural Gas Sales Agreement only. TIPS Members are not required to accept this proposed Contract as written. TIPS Member Customers should review and negotiate the Contract with the assistance of counsel to best meet their entity's needs. TIPS is not a party to the Contract as it is a contract between TIPS Member Customer and the Vendor.



NATURAL GAS SALES AGREEMENT

CenterPoint Energy – Texas

BUYER: Buyer's Initials:

Full Legal Name of Entity _____

Federal Tax ID or SSN _____ DUNS # (if applicable) _____

Contact Name _____

Email: _____

Phone: _____ Fax: _____

See Facilities List Below
Service Address _____

City, State and Zip _____

Billing Address, City, State & Zip _____

SELLER: Seller's Initials: _____

Pro Energy Partners, LLC
14800 St. Mary's Lane, Suite 107
Houston, TX 77079
Tel (888) 477-5506 or (832) 300-0146
Fax (832) 300-0016
www.proenergypartners.com
Administrative Contact: Customer Care
Email: CustomerCare@proenergypartners.com

PRICING:
Buyer shall elect a gas price from the following options below. Buyer indicates their selection by placing their initials on the line next to the preferred pricing option.

 X **VARIABLE INDEX-RELATED PRICE:** The price to be paid by Buyer to seller for all volumes (or all volumes over fixed price stated above) shall vary each month and shall be equal to the monthly settlement price of natural gas as indicated by Inside FERC's *Gas Market Report* for HSCI (Houston Ship Channel Index) with .5% fuel plus an "Adder" of \$0.27 per MMBtu for months 1-36 of the 60 month term. Months 37-60 will have an adder of \$.30 per MMBtu

See below pricing details in Section 2 for more details on these prices.
In addition to the above noted gas commodity, Seller shall invoice Buyer for all CenterPoint Energy pass through charges and fuel except as otherwise stated.

TERM: Number of Months: 60

Estimated Start Date: 6/1/2023

This Agreement shall commence on the date of first gas deliveries And continue until the end of the term as noted herein.

ADDITIONAL BUYER INFORMATION:

Account No.(s): See Facilities List

Type of Business: Manufacturing Established: _____

Estimated Annual MCF Use: see facilities list
The estimated annual MCF is solely for estimating purposes as there are no limits per day in this contract

Sales Tax Exempt: Yes If yes, provide certificate

Delivery Point: Buyer's Plant, as specified in the exhibits.

NOTICE OF PRICING OPTIONS: At any time during the term of this Agreement and while receiving service under a variable price Buyer may request a fixed price for any number of months or for the remainder of this Agreement. Seller agrees that, upon request by Buyer, it will provide Buyer with an executable quote to fix the price for a Buyer requested term and volume at a price not to exceed the then-current NYMEX/HSC Basis and index asking price for natural gas for the term and volumes requested plus, solely, the following components: \$0.05 / MMBtu plus 0.5% fuel plus an "Adder" of \$0.27 or \$.30 depending on term of the contract per MMBtu.

Government entities are eligible for billing and payment provisions as described in the Texas Prompt Payment Act, Texas Government Code, Chapter 2251.

OTHER FEES AND CHARGES: The monthly customer charge is \$0.00. A one-time activation fee of \$0.00 will be charged per account during the first billing cycle.

If there is a dispute over the rate lock formula, then to the extent the dispute involves the applicable price curves for HSC basis, the parties shall endeavor to use trailing sixty month historical NYMEX to HSC basis to the extent practical, and then to the extent any such dispute remains unresolvable by mutual discussions, Buyer shall have the right to terminate early upon the latter of (a) ninety days prior written notice; and (b) the earliest time the agreement could be terminated pursuant to CenterPoint Pipeline's applicable tariff's (T-92) minimum twelve month term increments.

TERMS AND CONDITIONS

- NATURAL GAS SALES AGREEMENT:** This Agreement is contingent upon the execution of all intrastate and interstate transportation agreements required for this business transaction. This Agreement sets forth the entire Agreement between Buyer and Seller.
- SALES AND PRICES:** Seller agrees to sell and Buyer agrees to purchase one hundred percent (100%) of Buyer's natural gas requirements for the meters specified herein. Seller agrees not to switch to another gas supplier for the purchase of any gas during the term of this Agreement. All gas sales are "full requirement" deliveries. The delivery will be firm. Regardless of anything stated herein (or in any annex, exhibit or attachment) to the contrary,

both the "Fixed Price" and the "Adder," as specified above in the table on this same page, include the following costs and charges, which shall NOT be passed through to Buyer: All upstream charges and fees (including upstream pipeline transport fees); and all fees, penalties, costs, or charges (in cash or in kind) assessed by the Utility for or relating to failure to satisfy balance and/or nomination requirements or any other charges (in cash or in kind) resulting from operational flow order or failure to comply with or to satisfy transporter(s). Any telemetry charges will be passed through to Buyer at cost. Except for those items included in the Fixed Price and Adder, Seller will pass through, at cost, LDC transportation and charges from the applicable rate schedule specified in the exhibit a. All passed through costs will be subject to audit and verification upon Buyer's request.

3. **REGULATORY & MARKET EVENTS:** Buyer and Seller agree that the purchase and sale of natural gas is and shall remain subject to any existing or future changes made by the applicable utility company, upstream pipelines, monthly market elements or associated pipeline company. Further, this Agreement is subject to any and all existing and future valid laws, orders, directives, rules and regulations of the regulatory bodies having jurisdiction over the parties and this transaction. In the event a change in any laws, orders, directives, rules and/or regulations of the regulatory bodies having jurisdiction over the parties and this transaction ("Regulatory Event") occurring after the date of this Agreement is signed by Seller (and to the extent not reasonably foreseeable) causes Seller to directly incur any capital, operating, commodity or other costs relating to the provision of services contemplated herein above in amounts materially in excess of those existing prior to the date of the Regulatory Event, then, to the extent such Regulatory Event similarly affects the costs of all other gas suppliers in Seller's region, then upon thirty days prior written notice accompanied by reasonable detail of the costs and Regulatory Event (which shall be subject to audit), Seller shall be permitted to pass through such costs to Buyer but solely to the extent such Regulatory Event is net of (and exceeds) all decreases in any of Seller's capital, operating, commodity or other costs relating to the provision of services contemplated herein resulting from all Regulatory Events occurring after the date this Agreement is signed by Seller.
4. **CREDIT:** At any time during the term of this Agreement, Buyer authorizes Seller to check Buyer's credit history, and Seller authorizes Buyer to check Buyer's credit history and status. If either party incurs a material adverse change in their financial condition that occurs for longer than one month, as reasonably determined by the other party, the other party may require such party to post reasonable security to the requesting party, which may take the form of cash, letters of credit, or other assurance deemed agreeable by the requesting party, and which may not exceed an average of two month's billing over the prior twelve month period.
5. **EARLY TERMINATION:** In the event Buyer terminates this Agreement for any reason prior to its expiration date in violation with the terms hereof, Buyer shall remain liable for the cost of natural gas that would have otherwise been delivered for Buyer's account. This amount shall be referred to as the "Settlement Amount" and shall be the sum of (i) any remaining amounts due under this Agreement pursuant to paragraph 6; and (ii) an amount representing the then current replacement value of this Agreement together with, but without duplication, all actual losses and costs directly and reasonably incurred by Seller as a result of maintaining, terminating, obtaining or re-establishing any hedge or financial positions applicable to this Agreement. Neither party shall be deemed to have breached this Agreement unless the other party has given 14 days prior notice of such claimed breach, prominently displaying the words "Default Notice," and the other party fails to cure such breach within such 14 day period. If a breach without cure occurs, the non-defaulting party may terminate this Agreement early (and without any amounts related to the Settlement Amount due to the other party), among any other remedies specified herein. Notwithstanding the foregoing or any other provision to the contrary herein or in a related document, the parties agree that the provisions of Chapter 271, Subchapter I of the Texas Local Government Code apply. Seller shall have an obligation to mitigate any damages arising from early termination.
6. **EXPIRATION AND RENEWAL:** Buyer and Seller both agree that this Agreement shall automatically renew upon the expiration date for 12 months unless cancelled by either Buyer or Seller in writing at least 30 days prior to the scheduled expiration date of this Agreement. Upon renewal Buyer's gas price shall automatically renew according to the variable index pricing terms specified above at 100% variable index (at the price Adder specified above on page 1). The renewal term shall be consistent with the signed Exhibit A as required by CenterPoint.
7. **QUANTITY:** Seller agrees to sell and Buyer agrees to buy all natural gas requirements for Buyer's account(s).
8. **BILLING AND PAYMENT:** Seller shall invoice Buyer for all natural gas, distribution, applicable taxes or any other charges as mandated by CenterPoint Energy subject to the provisions herein. Unless otherwise directed by CenterPoint Energy, Seller will invoice Buyer for all gas volumes consumed by Buyer in accordance with the meter read information received from CenterPoint Energy. Buyer shall remit the amount due in immediately available funds on or before the later of the Payment Date or thirty (30) days after receipt of the invoice by Buyer or as otherwise specified in the Government Prompt Payment Act, provided that if the Payment Date is not a Business Day, payment is due on the next business day following that date. Late payments or partial payment balances may be subject to interest at 12% per annum. In the event this Agreement is referred to an attorney for collection due to nonpayment, Seller shall be entitled to recover its reasonable attorney's fees and costs of collection in addition to all other sums due hereunder. Seller charges \$25 for each returned check (or ACHs). Appropriate billing adjustments due to meter read errors will be made during the following months billing period. Buyer will be entitled to consolidated billing (all meters billed on one invoice per month) upon Buyer's request at no additional charge. Regardless of any provision herein or any other document to the contrary, Seller shall comply with the Government Prompt Payment Act and, where there is a conflict between a contractual provision and the Government Prompt Payment Act, the Government Prompt Payment Act shall prevail in all respects.
9. **DISPUTED AMOUNTS:** If the Invoiced Party, in good faith, disputes the amount of any such invoice or any part thereof Buyer will pay such amount as it concedes to be correct; provided however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed, and the Parties will attempt to expeditiously resolve such dispute. Any failure on the part of Buyer to dispute an invoice before it is paid or before it is due (or shortly) after will not be deemed to be any sort of waiver of Buyer's right to audit or dispute invoices at a later time.
10. **TITLE:** Seller hereby warrants good title to the gas sold and delivered to the applicable delivery points. The title to such gas shall pass to Buyer at the Delivery Point(s). The Delivery Point will be Buyer's plants and premises as specified in the exhibits.
11. **TAXES:** Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point. Buyer shall pay or cause to be paid all Taxes imposed on or with respect to the gas at and after the Delivery Point. If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. If Buyer is entitled to an exemption from any such Taxes or charges, Buyer shall furnish Seller with any necessary documentation of such exemption. Buyer shall be responsible for notifying Seller with regard to any tax exemptions that may apply.
12. **FORCE MAJEURE:** Neither party shall be in any way liable to the other for any inability to fully or partially perform any term of this Agreement (other than Buyer's obligation to pay for gas previously delivered) if such party's inability is caused by or results from directly or indirectly, for any act of God, Federal, State, Municipal, Legislative or Regulatory; fires, floods, storms, earthquakes or other natural occurrences; terrorist acts or threats, war, strikes, lockouts or accidents; failure of facilities; failure of any pipeline or utility to accept and/or transport any natural gas; or any similar cause which renders either party unable to perform and which is beyond the reasonable control of the party claiming any such inability. Force Majeure shall not excuse performance if Seller's interstate pipeline transportation is interrupted, unless and to the extent that primary firm transportation service to the same delivery point is interrupted.
13. **LIMITATION OF LIABILITY:** Neither party shall be liable to the other for any indirect, special, consequential, incidental, or punitive damages arising from a breach of this Agreement. The sole and exclusive remedy of the parties in the event of a breach of an obligation to deliver or receive Gas shall be recovery of the following: (1) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from a price reasonable for the delivery or production area (or the price actually paid by Buyer to replace the gas); or (2) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract

Price from a price reasonable for the delivery or production area from the Contract Price, in each case as reasonably determined by the non-defaulting party.

- 14. **GOVERNING LAW:** The place of execution of this Agreement is Harris County, Texas where it is performable, whole or in part. This Agreement shall be construed according to the laws of the State of Texas excluding any conflict-of-laws principle that may refer such construction to the law of another state.
- 15. **SEVERABILITY:** If any provision in this Agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision of the Agreement
- 16. **ASSIGNMENT:** Neither party may assign this Agreement without the prior written consent of the other party, except that a party, without the consent of the other party, may assign the Agreement to a controlled subsidiary of that party or a purchaser of all or substantially all of that party's assets used in connection with performing this Agreement, provided the assigning party guarantees the performance of and causes the assignee to assume in writing all obligations of the assignor under this Agreement.
- 17. **CONFIDENTIALITY:** Solely to the extent permitted by law and subject to open records act requirements, both Buyer and Seller shall keep the terms and conditions of this Agreement confidential except as may be required in order to effectuate the transportation and delivery of natural gas to be sold hereunder or to meet the lawful requirements of any regulatory body having jurisdiction, and except that either party may disclose this Agreement to any of its attorneys, lenders, affiliates, consultants, advisors, representatives or accountants and auditors. Seller acknowledges that Customer is a public entity as defined by the Texas Government Code Chapter 552, and as such, is subject to the Texas Public Information Act ("TPIA").
- 18. **PROHIBITION AGAINST PERSONAL INTEREST:** No administrator, Board member, or employee of Buyer shall have a financial interest, direct or indirect, in this Agreement or shall be financially interested, directly or indirectly, in the sale of Buyer of any land, materials, suppliers or services, except on behalf of Buyer as an agent or employee. Any violation of this provision, with the knowledge, expressed or implied, of the person or Seller contracting with Buyer shall, among other recourse, render this Agreement null and void.
- 19. **GRATUITIES:** Buyer may, by written notice to Seller, terminate this Agreement without liability if it is indisputably determined by Buyer that an unlawful pecuniary benefit was offered or given by Seller, or any agent, or representative of Seller, to any administrator, board member, or employee of Buyer if such pecuniary benefit was offered or provided in order to and would be likely to secure a favorable treatment with respect to awarding, amending, or the making of any determinations with respect to the performance of this Agreement. The provision of or offer to provide such pecuniary benefit will constitute an Event of Default and in the event this Agreement is terminated pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 20. **NON-APPROPRIATION OF FUNDS:** In accordance with Article VIII, Section 6 of the Texas Constitution, and/or other applicable provisions of Law, this Agreement and Buyer's obligations created hereby shall be construed as a commitment of only Buyer's current revenues and it is understood that all obligations of Buyer hereunder are conditioned on the availability of funds. To the extent not inconsistent with applicable Law, Buyer will use its best efforts to obtain and appropriate the funds necessary for payment of Buyer's obligations under this Agreement. Any available funds shall not be used to pay for natural gas provided to the meter numbers by any other natural gas provider unless and until Buyer has paid in full Seller for the natural gas and related services provided to Buyer pursuant to the Agreement. If the Texas legislature and/or Buyer's governing body does not allot or appropriate sufficient funds to continue the purchase of the total quantity of natural gas covered by this Agreement for Buyer's fiscal year(s) that follow the initial fiscal year of the Initial Term (such event, a "Non-Appropriation Event"), Buyer agrees to make good faith efforts to notify Seller in writing at the earliest practicable time. Buyer shall provide written notice to Seller at least sixty (60) days' in advance of the anticipated date beginning on which funds will not be appropriated (the "Non-Appropriation Date"), and Seller may terminate this Agreement as of such date and, if Buyer does not request the disconnection of the meter numbers within three (3) business days of the Non-Appropriation Date, Seller shall have the right to request to disconnect Buyer's meter numbers; provided, however, to the extent permitted by law, if funds are at any time appropriated for any of the meter numbers covered by this Agreement for periods during the Initial Term, then, at Seller's option, this Agreement shall continue for the period of time for which such funds are available and such funds shall be applied to pay for natural gas supplied under this Agreement. Nothing in this Section shall relieve Buyer of its obligation to pay for any natural gas delivered pursuant to this Agreement prior to any termination or disconnection caused by a Non-Appropriation Event.
- 21. **MISCELLANEOUS: Israel Boycott HB 89.** Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.
Companies that Boycott Energy Companies SB 13. By entering into this Agreement, Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.
Companies that Discriminate Against Firearm Industry SB 19. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

Survival of Certifications, Electronic Signatures and Multiple Counterparts. This Agreement constitutes the entire Agreement between the Parties, except, regardless of any provision to the contrary, the signed certifications submitted by Seller (in response to Buyer's RFP #2122PF) will survive the execution of this Agreement (through the initial term and any renewal term(s)) and shall become part of this Agreement. Any amendment, change or modification of this Agreement must be in writing and signed by both Parties. This Agreement may be signed in multiple counterparties and via electronic signature, PDF copies of signatures, and facsimile transmission. This Agreement shall become effective upon execution by both parties by a duly authorized representative of each company.

BUYER: _____

SELLER: Pro Energy Partners, L.P.

Print name

Jarrett W. Rogers
Print Name

Signature

Signature

Title

President
Title

EFFECTIVE DATE OF CONTRACT: _____

EFFECTIVE DATE OF CONTRACT: _____

