VENDOR CONTRACT

Between

East Texas Mack Sales, LLC and

(List Vendor or Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Heavy Duty Trucks and Trailers #02102314

General Information

The contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if the awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract. NOTE: The award of this contract to vendor is made following all requirements to meet the Competitively Bid Procurement Laws.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred o as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of residence at 4845 North US Hwy 271, Pittsburg, Texas 75686. This contract 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.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, or rented to, or stored, used, or consumed by, any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

- 1. Vendor affirms that he/she has not given, offered to give, nor intends 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 contract.
- 2. 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 participants in the TIPS program.
- 3. 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 contract.

Renewal of Contracts

This contract period is for one (12) months with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within projected time frame of ordering. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract. The Vendor agrees to not sell to TIPS members at a price lower than can be obtained thru the TIPS contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the \$400.00 per invoice vendor administration fee to be remitted to TIPS by the Vendor. Vendor will not show adding the \$400.00 to the invoice presented to member/customer.

Participation Fees

Vendor or vendor assigned dealer contracts will pay \$400.00 on every invoice of sale through TIPS and report the sale to TIPS on a monthly submission report. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for administration fees is mailed. Failure to pay administration fees will result in termination of contract.

Indemnity

- 1. Indemnity for Personality Contracts. Vendor agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, 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, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts. The Vendor agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, 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. Vendor further agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, its member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder 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 contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if Vendor has not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- o Providing material that does not meet the specifications of the contract;
- o Providing work and/or material that was not awarded under the contract;
- o Failing to adequately perform the services set forth in the scope of work and specifications;
- o Failing to complete required work or furnish required materials within a reasonable amount of time;
- o Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the Member on demand.

Member Purchasing Procedures

Purchase orders are issued by participating member to the awarded vendor as follows:

- Make PO payable to Awarded Vendor.
- List TIPS Vendor Contract # on PO.
- Email PO as a pdf attachment to tipspo@tips-usa.com
- Vendor will receive the PO from the TIPS PO System. Vendor is required to follow the link in the email and open each PO to complete the return acknowledgement process to TIPS.

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and ipproves it.

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 fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract, TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract #". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, members and employees shall not be made party to any claim for breach of such 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 this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting 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. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to Members. 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. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

'orce Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully 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.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the member provides a general scope, but the awarded vendor should provide a written scope of work to the member as part of the proposal. Once the scope of the job is agreed to, the member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The member having approved and signed an inter-local agreement may make a request of the awarded vendor under this contract when the member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the member as soon as possible, but must make contact with the member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the member inspect the work for acceptance under the scope and terms in the PO. The member will issue in writing any corrective actions that are required. Upon completion of these items, the member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party.

TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply commodities to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- Contracts: All vendor purchase orders must be emailed to tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the address/email above within 24 business hours and confirm its receipt with TIPS.
- Promotion of Contract: It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
- Daily Order Confirmation: All contract purchase orders will be faxed twice daily from TIPS to vendor. The vendor must confirm receipt of orders to the member (customer) within 24 business hours.
- Vendor custom website for TIPS: If Vendor is hosting a custom TIPS website, updated pricing must be posted by 1st of each month.
- Peak Onlaw 1 Product is not expected to ship within 2 business days, oustomer is to be notified return. 2 hours and appropriate action taken based on easternor request.

Check one of the following responses to the General Terms and Special Terms and Conditions:

- (XX We take no exceptions/deviations to the general and special terms and conditions.
 - (Note: If none are listed below, it is understood that no exceptions/deviations are taken.)
- We take the following exceptions/deviations to the general and special terms and conditions. All () exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

(Note; Unacceptable exceptions shall remove your proposal from consideration for award. TIPS shall be the sole judge on the acceptance of exceptions/deviations and TIPS's decision shall be final.

Vendor Profile

1.1. M	inority/Women Business Enterprise (F	Required by some participa	ating governme	ental entities)
	Vendor certifies that his firm is a HUB (If yes, vendor must provide certificate)	Yes X No
1.2. Ce	rtification of Residency (Required by	the State of Texas)		
Co	mpany submitting bid is a Texas resider	nt bidder.		X Yes No
Ve	endor's principal place of business is in the	he city of Longview	State of	Texas
1.3. Fe	lony Conviction Notice (Required by	the State of Texas)		
\overline{X}	y firm is, as outlined in the Instructions to A publicly held corporation; therefore, Is not owned or operated by anyone who Is owned or operated by the following the 3 rd box is checked, a detailed explanate	this reporting requirement to has been convicted of a individual(s) who has/have	felony. e been convicto	ed of a felony:
1.4. Pr	icing Information			
1.4.1.	In addition to the typical unit pricing products at prices that are proportional If answer is no, attach a statement deta	te to Dealer Pricing. iling how pricing for TIPS		X Yes ☐ No would be calculated.
1.4.2.	Printing submitted includes the 20% TID	wired 20% participation for		Yes No
	Additional discounts to TIPS members			Yes No
1.5. Ve	endor Service			
1.5.1. 1.5.2.	Average shipping time after receipt of Which description best describes your			
	Manufacturer direct	Certified education	government re	eseller
	X Authorized distributor	Manufacturer marke	eting thru resel	ller
	Value-added reseller	Other		
1.5.3.	Company experience in this category.	35 Years		
	The Vendor can provide services and/o If answer is no, please list which states customer will take delivery in Los	or products to all 50 US St can be served All that ngview or pay addition	ates? are in the co al	Yes X No national U.S., providing
Price	es are guaranteed for: (Stan Month(s); or	dard Term is "Term of o	Contract") Te	rm selected will affect scoring. rm of Contract
	RFP- Heavy Duty Truc	eks and Trailers – Due Septer	mber 18. 2014 at	3:00 n.m.

Company and/or Product Description: (This info awarded a TIPS contract.) Limit 750 characters.	ormation will appear on the TIPS website for your company, if
East Texas Mack is the only two time recipi	ent of Mack Truck's "North American Dealer of the Year".
We are always one of Mack's top five dealer	rs in annual sales. Mack is known world wide for duribility,
especially in all contruction and refuse app	lications. We have an extensive list of factory & local options,
plus trailers, dump beds, roll-offs, etc. Be s	sure to inquire about our trade-in or buy back programs
designed to help TIPS members better cont	rol their annual budgets. Call NICK MILLER @903-235-1254
If applicable, vendor should list Reseller/Dealer	rs here or provide listing as attachment to proposal.
Dealer Name	Tel
Address	
Primary Contact	
	Tel
Address	Fax
Primary Contact	Email
Dealer Name	Tel
Address	Fax
Primary Contact	
Dealer Name	
Address	Tel
	Fax
Primary Contact	Email

All SALES CALLS WILL BE DIRECTED TO THE TWO INDIVIDUAL VENDOR CONTACTS LISTED BELOW. THESE TWO CONTACTS WILL BE RESPONSIBLE FOR KNOWING THE TIPS CONTRACT AND CONTRACT PRICING. THESE NAMES WILL BE LISTED ON THE TIPS WEBSITE AS PRIMARY AND SECONDARY CONTACTS FOR THE AWARDED CONTRACT.

Primary Contact:	Secondary Contact:
Name: NICK MILLER	Name: MATT MILLER
Title: sales	Title: sales
Email: nick.miller@east-texas-mack.com	Email: _matt.miller@east-texas-mack.com
Phone: 903-235-1254	Phone: 903-758-9994 ext. 202
Fax: 903-212-3047	Fax: 903-758-0275
Mobile: 903-235-1254	Mobile: 903-647-0548
Journe all await Holli tills Dichosaid. Words ma	words to be posted on your company's page on the TIPS website (if y be product names, manufacturers, or other words that are OT LIST NON-CATEGORY ITEMS. Words to be included in the
Dealen Engine in this company it mut son broads.	
Mack, Bulldog, Belly Dump, Bottom Dump, Heavy Duty Truck, Container, Water Truck,	Dump Truck, Roll-off, End Dump, Dump, Tractor,
January Communication of the C	Mack Truck, and "built like a mack".

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below. Note: The information in BOLD will be the PRIMARY COMPANY INFORMATION listed on the Vendor Page.

Company name	EAST TEXAS MACK SALES, LLC		
Mailing Address	P.O. Box 2867		
City/State/Zip	Longview, Tx 75606		
Telephone No.	903-235-1254		
Fax No.	903-212-3047		
E-mail address	nick.miller@east-texas-mack.com		
Authorized signature	Nick Miller		
Printed name	Nick Miller		
Position with company	sales		
EMAIL FOR ALL PO'S WILL BE SENT	Email matt.miller@east-texas-mack.com		
Person Responsible for PROCESSING PO's	Name Matt Miller		
Telephone to Contact the PO Person	Phone 903-647-0548		
Company Website	www:east-texas-mack.com		

It is very important that if the PO person changes that TIPS is notified immediately.

This contract is for a total TERM of three years, but is reviewed and renewed every 12 months. Vendors shall honor the payment of \$400.00 per invoice administration fee for all sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

TIPS Authorized Signature Fitter

Approved by Region



REFERENCES

Nick Miller
East Texas Mack Sales, LLC
P.O. Box 2867
Longview, TX 75603
Mobile: 903-235-1254
Office: 800-442-8824
nick@east-texas-mack.com

BOWIE COUNTY
CHEROKEE COUNTY
DENISON, TX
GAINESVILLE, TX
KAUFMAN COUNTY
POLK COUNTY
RUSK COUNTY
SOUTHLAKE, TX
TRINITY COUNTY

Chris Goodsill, purchasing 903-628-6831
L.H. Crockett, auditor 903-683-2717
Don Coley, public works 903-736-4460
Craig Evins, public works 903-736-7604
Jack Sebastian, purchasing 972-932-0246
Margie Answorth, purchasing 936-327-6811
Pattie Sullivan, purchasing 903-657-0326
Timothy Slifka, purchasing 817-748-8312
Shelia Johnson, auditor 936-642-2233
Russ Jackson, solid waste 903-531-1321