

Board of Education Regular Meeting

March 24, 2026 6:00 PM

MCS Administrative Offices

<p>I. CALL TO ORDER Procedural Item Present: Mr. Butch Campbell, Ms. Karen Dodd, Ms. Barbara Long, Ms. Amanda Moore, Mr. Jimmy Richardson III, Mr. David Settles, Absent: Mrs. Jeanette Price. In attendance: Dr. Trey Duke, Sheri Arnette, Angela Fairchild, Andrea Oakley, Caitlin Bullard, Jaci Saunders, April Zavis, Cynthia Hopkins, Don Bartch, Ken Rocha, Adam Bryson, Maria Johnson, Daniel Owens Assistant City Attorney Lauren Bush. City Liaison Bill Shacklett was absent.</p>	Chair Amanda Moore
<p>A. Pledge of Allegiance Procedural Item The Pledge of Allegiance was led by Andrea Oakley, principal at Scales Elementary, and Adam Bryson, principal at Mitchell Neilson Elementary.</p>	
<p>B. Moment of Silence Procedural Item</p>	
<p>II. APPROVAL OF AGENDA Action Item Motion to approve the agenda. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. Butch Campbell, passed. Yea: 6, Nay: 0, Absent: 1</p>	Chair Amanda Moore
<p>III. PUBLIC COMMENT Procedural Item</p>	Chair Amanda Moore
<p>IV. CONSENT ITEMS Consent Agenda Motion to approve consent agenda.. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1</p>	Chair Amanda Moore
<p>A. Approval of 3-10-26 Board Meeting Minutes Consent Item</p>	
<p>B. Approval of Student Fees Consent Item</p>	
<p>C. Approval of Contract-Lego Kits for ESP Consent Item</p>	
<p>D. Approval of Surplus Property Disposal Consent Item</p>	
<p>V. ACTION ITEMS Action Item</p>	Chair Amanda Moore
<p>A. Approval of Contract-Romach-Vestibule Replacement at Mitchell Neilson Elementary Action Item Motion to approve Contract-Romach-Vestibule Replacement at Mitchell Neilson Elementary. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>B. Approval of Contract-Erate Category 1 Action Item Motion to approve Contract-Erate Category 1. This motion, made by Mr. Butch Campbell and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>C. Approval of Contract-Erate Category 2 Action Item</p>	Dr. Trey Duke

<p>Motion to approve Contract-Erate Category 2. This motion, made by Ms. Karen Dodd and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1</p>	
<p>D. Approval of Discovery School Changes-6th Grade Action Item Motion to approve Discovery School Changes-6th Grade. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. David Settles, passed. Yea: 6, Nay: 0, Absent: 1 Dr. Duke commented on the excellent work Dr. Caitlin Bullard has done in keeping students on track and knowing where they need to be. He noted that they do not anticipate any push back from parents regarding this change, as families typically transition their children after fifth grade. He also added that, on a positive note, the district is increasing the number of magnet seats available in other grades.</p>	Dr. Trey Duke
<p>E. Approval of Budget Amendment-FY26 Nutrition Interfund Action Item Motion to approve Budget Amendment-FY26 Nutrition Interfund. This motion, made by Ms. Karen Dodd and seconded by Mr. Butch Campbell, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>F. Approval of Budget Amendment-21st Century Community Learning Grant Revision Action Item Motion to approve Budget Amendment-21st Century Community Learning Grant Revision. This motion, made by Ms. Barbara Long and seconded by Mr. David Settles, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>G. Approval of Budget Amendment- FY26 General Purpose-Maintenance Insurance Recovery Action Item Motion to approve Budget Amendment- FY26 General Purpose-Maintenance Insurance Recovery. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>H. Approval of Budget Amendment- FY26 Federal Projects-IDEA Part B Action Item Motion to approve Budget Amendment- FY26 Federal Projects-IDEA Part B. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. Butch Campbell, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>I. Approval of January Revenue and Expenditure Report Action Item Motion to approve January Revenue and Expenditure Report. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>VI. REPORTS AND INFORMATION Information Item</p>	Chair Amanda Moore
<p>A. Personnel Report Information Item</p>	Dr. Maria Johnson
<p>B. Enrollment (PTR) Report Information Item Mr. Rocha presented the enrollment report to the Board. He reported that zone waiver applications will close on Friday, March 27, at 3:00 p.m., with a current total of 653 applications compared to 888 at the same time last year. He stated that the lottery process will take place after spring break, and any appeals will be heard on May 8. Board Member Jimmy Richardson inquired about the tier level of truant students. Mr. Rocha responded that all truant students are classified as Tier 3. Mr. Richardson requested that tier levels be noted on future reports for identified gaps, and Mr. Rocha agreed to include that information.</p>	Mr. Ken Rocha

<p>Mr. Rocha outlined the attendance tiers as follows: Tier 1 includes four or fewer absences; Tier 2 includes five to nine absences; and Tier 3 includes ten or more absences. He explained that each tier includes specific interventions and noted that he will provide additional data related to Tier 1 and Tier 2 at future meetings.</p> <p>Dr. Duke informed the Board that the district anticipates conducting a lottery for Erma Siegel Elementary and John Pittard Elementary. Board Member Barbara Long asked if the impact was primarily at the kindergarten level, and Mr. Rocha confirmed that it was.</p> <p>Dr. Duke also noted that a significant increase in zone waiver applications is expected by the Friday deadline.</p>	
<p>C. ESP Summer Programming Update Information Item</p> <p>Cynthia Hopkins provided an overview of the ESP program. She informed the Board that ESP is preparing to launch its summer program menu, with registration opening on April 7. The summer program will operate daily from 6:00 a.m. to 6:00 p.m., beginning June 1 and concluding July 31. Ms. Hopkins shared that a comprehensive and engaging program has been planned for students.</p> <p>Ms. Hopkins also discussed challenges related to meeting required training demands for ESP site directors and assistant site directors. Historically, trainings have been conducted after 6:00 p.m. once students had left; however, this has proven to be impractical for central office staff who work standard daytime hours. To address this, she proposed incorporating designated professional development days into the calendar when ESP is not in session. She noted that the week of July 4 has traditionally had lower student attendance and already includes two scheduled closure days. Under the proposed plan, the remaining three days of that week would be used for staff training without students present. Ms. Hopkins stated that this approach would minimize disruption for families. Families would not be charged for that week and would be provided five flex days. She added that this schedule would allow staff to complete required CPI renewal, legal, and nursing trainings.</p> <p>Board Chair Amanda Moore inquired about staff-to-student ratios. Ms. Hopkins explained that the program adheres to Department of Human Services (DHS) guidelines, which require a 1:20 staff-to-student ratio for grades K-6 and a 1:12 ratio for Pre-K, with lower ratios in the Little Sprouts program. She further noted that the State reviews ADA and staffing control charts three times annually.</p> <p>Dr. Duke asked Ms. Hopkins to elaborate on the number of hours worked weekly by ESP site directors and the number of students served at each site.</p>	<p>Dr. Trey Duke</p>
<p>D. Director's Update Information Item</p> <p>Dr. Duke thanked Ms. Hopkins for her presentation on the ESP program and expressed appreciation for her thoughtful approach to meeting training requirements while minimizing the impact on families and respecting the time of site directors. He commended Ms. Hopkins for her leadership, noting that in recent feedback sessions with parents, ESP was identified as the most valuable service provided by the district, followed by School Nutrition.</p> <p>Dr. Duke reported that E-Rate funding has been approved with no current legislative efforts to eliminate the program. He stated that the district expects to receive approximately \$1.6 million in funding, with a local cost share of 10% for Category 1 and 15% for Category 2, emphasizing the importance of this funding.</p> <p>He also informed the Board of pending legislation related to student screen time. Dr. Duke noted that Ms. Arnette has already begun discussions with teachers and is reviewing guidelines, with a continued focus on evaluating and setting appropriate limits.</p> <p>Dr. Duke shared that Lisa Trail will begin communicating with families this week regarding changes at Discovery School. One communication will be directed to the six affected fifth-grade families, and another will be sent to the entire Discovery School community. He noted that the changes will be presented as a positive impact for the school.</p> <p>Dr. Duke reminded the Board that several budget amendments were approved during the meeting and indicated that additional amendments will be presented before the end of the fiscal year. He explained that these are typical year-end "clean-up" amendments.</p>	<p>Dr. Trey Duke</p>

<p>He thanked Board members who have already participated in individual budget meetings and those scheduled to do so, explaining that these meetings are intended to provide background knowledge in preparation for upcoming budget workshops.</p> <p>Dr. Duke noted that schools will be closed for spring break the following week; however, he and several central office staff members will be available Monday through Wednesday to address any questions.</p> <p>He informed the Board that the first of two budget work sessions will be held on April 7 at 4:00 p.m. at the central office. The session will include discussions on ESP, School Nutrition, and the General Purpose budget to gather Board input and direction. A second session will be held on April 14, during which staff will present revised budget pages based on Board feedback. Dr. Duke added that the Board is scheduled to vote on the final budget on April 28 to allow sufficient time for submission to the City Council.</p>	
<p>i. Dates of Budget Work Sessions: Tuesday, April 7-4:00-8:00 Tuesday, April 14 4:00-8:00 Action Item</p>	
<p>VII. OTHER BUSINESS Information Item Vice Chair Butch Campbell reported that he visited Cason Lane and attended a safety protocol meeting. He stated that Mr. Ron McDaries did an excellent job. Dr. Duke added that Mr. McDaries is a valuable addition to the team. Board Chair Amanda Moore expressed appreciation to Lisa Trail and Barbara Long for their work on the Excellence in Education Celebration. Board Chair Moore also reminded Board members who had not submitted their self-assessments to do so at the next meeting.</p>	<p>Chair Amanda Moore</p>
<p>VIII. ADJOURNMENT Action Item Motion to adjourn 6:42. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. David Settles, passed. Yea: 6, Nay: 0, Absent: 1 The meeting adjourned at 6:42 p.m.</p>	<p>Chair Amanda Moore</p>

MINUTES

Board of Education Regular Meeting

March 10, 2026 6:00 PM

City Hall Council Chambers

<p>I. CALL TO ORDER Procedural Item Present: Mr. Butch Campbell, Ms. Karen Dodd, Ms. Barbara Long, Ms. Amanda Moore, Mrs. Jeanette Price, Mr. Jimmy Richardson III, Absent: Mr. David Settles. In attendance: Dr. Trey Duke, Don Bartch, Sheri Arnette, Angela Fairchild, Lisa Trail, Cynthia Hopkins, Emily Spencer, Jeremy Lewis, Abbi Miller, Amy Jackson, Maria Johnson, Ken Rocha, Tiffany Strevel, Daniel Owens, Jesus Alvarez, LeAnn Story, Sonya Cox Assistant City Attorney Lauren Bush. City Liaison Bill Shacklett was absent.</p>	<p>Chair Amanda Moore</p>
<p>A. Pledge of Allegiance Procedural Item The Pledge of Allegiance was led by Lorelei Blane, a 3rd grade student, and her sister, Lillian Blane, a kindergarten student, both at Cason Lane Academy. Lorelei provided sign language of the Pledge of Allegiance for the audience.</p>	
<p>B. Moment of Silence Procedural Item</p>	
<p>II. APPROVAL OF AGENDA Action Item Motion to approve the agenda. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1</p>	<p>Chair Amanda Moore</p>
<p>III. COMMUNICATIONS Information Item Murfreesboro City Schools PreK Teachers and Staff would like to thank The Discovery Center for their generous offer to bring their incredible academic programs directly to our schools for no cost! The teachers are so excited to work with the staff at DC and bring these experiences to our youngest learners. We had an amazing Read Across America week in our schools. Thank you to the many parents, staff and community members who read to our students. The walls of the City Hall Rotunda will hold the MCS Art Show beginning April 8 with a reception for the artists and their parents being held on April 28. Congratulations to our robotics teams that competed at the state level in February. Teams from Salem, Reeves-Rogers and Erma Siegel represented MCS. Remember that Matilda Jr. begins this week at Patterson Park. The students at Bradley have been practicing all year for the week ahead. We wish them the best of luck. Gifted Graduation will be held on March 14 at the MCS Central Office. It's Music in our Schools month and our students will be performing across the district. Two specific occasions including the MCS Choir Festival on Saturday, March 21 at 2:00 p.m. in the Overall Creek Gymnasium and the Honor Band on Monday, March 23 at Hobgood.</p>	<p>Mrs. Lisa Trail</p>

<p>The City Schools Foundation’s Excellence in Education event is Friday, March 20 at Macca Villa. The Foundation would like to thank all our sponsors, guests and volunteers.</p> <p>Thank you to the Murfreesboro Police Department and River Oaks Church for their donation of 3,000 packages of Mac and Cheese.</p> <p>Thank you to Ascend and the Salvation Army for their huge donation of food and hygiene products to our Family Resource Center.</p> <p>Finally, just a reminder that Prek registration closes this week, Friday, March 13 and zone waivers close on Friday, March 27. Families currently on zone waivers or new families wanting to request a zone waiver must have their forms turned in by this date.</p>	
<p>A. Performance by Bradley Choir under the leadership of Abigail Miller Procedural Item The Bradley Choir performed two songs under the direction of Abigail Miller.</p>	Dr. Trey Duke
<p>B. The Best of MCS-LeAnn Story Procedural Item</p>	Dr. Trey Duke
<p>C. Spotlight on Education-Gifted Education Procedural Item Dr. Amy Jackson, Gifted Specialist, came forward to speak about the Gifted Academy. She shared that the 2025-2026 Gifted Cohort will graduate from the program this Saturday. Dr. Jackson also provided an overview of the Gifted Academy and recognized the support of the Jennings and Rebecca Jones Foundation in making the program possible.</p>	Dr. Trey Duke
<p>D. Recognition of Teachers of the Year:</p> <p>District Teachers of the Year</p> <ul style="list-style-type: none"> • Jesus Alvarez-Lopez, ESL teacher at Hobgood Elementary • Amy Jackson, Gifted Specialist at Discovery School <p>E. District Novice Teacher of the Year</p> <ul style="list-style-type: none"> • Maggie Smith, 5th grade teacher at Overall Creek Elementary <p>F. Principal of the Year</p> <ul style="list-style-type: none"> • Emily Spencer, principal at Erma Siegel Elementary <p>G. Supervisor of the Year</p> <ul style="list-style-type: none"> • Cynthia Hopkins, District Wide ESP Director <p>Procedural Item Jesus Alvarez-Lopez, Amy Jackson, Emily Spencer, and Cynthia Hopkins were all in attendance and recognized at the podium by Dr. Duke and the board. Ms. Maggie Smith could not attend due to prior commitments.</p>	Dr. Trey Duke
<p>H. Public Comment Procedural Item</p>	Chair Amanda Moore
<p>IV. CONSENT ITEMS Consent Agenda Motion to approve consent agenda. This motion, made by Mr. Butch Campbell and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1</p>	Chair Amanda Moore
<p>A. Approval of 2-24-26 Board Minutes Consent Item</p>	
<p>B. Approval of Surplus Property Disposal Consent Item</p>	
<p>V. ACTION ITEMS</p>	Chair Amanda Moore

Action Item	
<p>A. Approval of Contract-King's Daughter's School Action Item Motion to approve Contract-King's Daughter's School. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1 Board member Jimmy Richardson stated that this will be an extraordinary partnership. Board member Jeanette Price inquired about the organizations typically used for these types of situations. Dr. Duke responded that the district utilizes some services from Rutherford County as well as Nashville, and that this group will be added to the list of partners. He noted that Ms. Angela Fairchild toured the school and was pleased with their services. Dr. Duke added that the district is reaching out to other partners based on identified needs.</p>	Dr. Trey Duke
<p>B. Approval of Contract-Coop Agreement for United Refrigeration Action Item Motion to approve the Contract-Coop Agreement for United Refrigeration. This motion, made by Mr. Butch Campbell and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>C. Approval of Coop Agreement for Mid-South Bus Equipment Action Item Motion to approve Coop Agreement for Mid-South Bus Equipment. This motion, made by Ms. Barbara Long and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>D. Approval of Agreement-Purchase of Six School Buses from Mid-South Bus Center, Inc. Action Item Motion to approve Agreement-Purchase of Six School Buses from Mid-South Bus Center, Inc.. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1 Board Vice Chair Butch Campbell commented on the high cost of buses. Board member Barbara Long asked how many buses will be removed from service. Dr. Duke stated that the district will surplus two buses as they have exceeded the 200,000-mile threshold, while the remaining buses will continue in circulation and serve as spares. Dr. Duke reported that the district currently has 31 general education buses and 15 special education buses, for a total fleet of 46 buses. Board member Jimmy Richardson asked Dr. Duke to explain the benefits of owning the district's own buses. Dr. Duke responded that this model works well given the district's location in the city and provides flexibility for quick adjustments. He also commended the transportation team for their work and noted that they are enjoying the new maintenance and transportation building. Board member Karen Dodd inquired about the number of spare buses. Dr. Duke stated he would provide that information to the Board. Board Vice Chair Butch Campbell asked how many buses are operated daily. Dr. Duke responded that approximately 40 buses are in daily use and said he would provide the exact number to the Board.</p>	Dr. Trey Duke
<p>E. Approval of Budget Amendment-Consolidated Funding Application Action Item Motion to approve Budget Amendment-CFA. This motion, made by Mr. Jimmy Richardson III and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
VI. REPORTS AND INFORMATION Information Item	Chair Amanda Moore
A. Board Self-Assessment According to Board Policy 1.103 (Board of Distinction Year)	Chair Amanda Moore

<p>Action Item Chair Amanda Moore informed the Board that the self-assessment packets were provided. She explained that completing the assessment is a required step in achieving Board of Distinction status and requested that each Board member complete and return it at the next Board meeting on March 24th.</p>	
<p>B. Director's Update Information Item Dr. Duke reported that last Friday was a successful Reading in the Schools event. He noted that he accompanied Mayor McFarland, who visited each school to read to students. Dr. Duke thanked Mayor McFarland for participating, Captain Fanning of the Murfreesboro Police Department for the escorted tour, and Steve Burris with City TV for documenting the event. He added that the visit demonstrates the strong support City Schools receives from the City Council. Dr. Duke reminded the Board that March 20 is Parent-Teacher Conference Day and that students will not be in school. He also provided an update on the upcoming budget meetings in April. Dr. Duke stated that the Federal Government has approved Title funding for the 2026-2027 school year, noting a slight increase in Title I and IDEA funding, with Title II, III, and IV remaining level-funded. He further reported that the School Nutrition Program will receive \$12 million in Federal funds.</p>	Dr. Trey Duke
<p>i. Poster Presentation from Elaine Alexander with the Daughters of the American Revolution Procedural Item Elaine Alexander and Marzee Woodward with The Colonel Hardy Murfree Chapter of the Daughters of the American Revolution presented the MCS School Board with the Patriots Rutherford County Remembers poster in honor of the 250th anniversary of our independence. This poster highlights famous Murfreesboro residents who played a crucial role in the Revolutionary War. Members from the group will begin delivering posters to every school next week which they have asked be sent to the library for display. This is being funded by the Tennessee Commission for the United States Semiquincentennial and the State of Tennessee.</p>	Dr. Trey Duke
<p>VII. OTHER BUSINESS Information Item</p>	Chair Amanda Moore
<p>VIII. ADJOURNMENT Action Item Motion to adjourn. This motion, made by Mr. Butch Campbell and seconded by Mr. Jimmy Richardson III, passed. Yea: 6, Nay: 0, Absent: 1 The meeting adjourned at 6:46 p.m.</p>	Chair Amanda Moore
<p>IX. EXECUTIVE SESSION Procedural Item</p>	Ms. Lauren Bush

Director of Schools

Agenda Item Title: Approval of Student Field Trip Fees

Board Meeting Date: March 24, 2026

Department: Finance

Presented by: Trey Duke, Director of Schools

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Summary

Board Policy 6.709 states that prior to the start of each school year, the Board, upon the recommendation of the principals and Director of Schools, shall approve all known student fees for the upcoming school year. Additional fees may be approved during the year as needed.

The Director of Schools is recommending the Board approve the following field trip fee:

- \$36.50 per student for 6th grade students at Black Fox Elementary to travel to Camp Ridley in Columbia, TN, on April 30th.

Students at Black Fox Elementary took this same field trip in the 24-25 school year. Their fee is lower this year (from \$42.50 to \$36.50).

Staff Recommendation

Recommending approval of student field trip fees of \$36.50 per 6th grade student at Black Fox Elementary to travel to Camp Ridley in Columbia, TN.

Fiscal Impact

Field trip fees are paid for at the school level through student collection.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Agenda Item Title: Science Classroom Bundle K-5 from LEGO Education

Board Meeting Date: March 24, 2026

Department: Extended School Program

Presented by: Dr. Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

The district seeks approval to purchase LEGO Education Science Classroom Bundles for grades K–5 for the 21st CCLC grant sites in our ESP program to support hands-on, standards-aligned science instruction in elementary classrooms. The bundles include classroom-ready materials that allow teachers to implement project-based lessons focused on engineering design, investigation, and real-world scientific concepts, strengthening ESP-supported efforts to enhance STEM learning and student engagement in science.

Staff Recommendation

Approval of Science Classroom Bundle K-5 from LEGO Education

Fiscal Impact

The total cost is \$33,424.80 and will be paid through ESP budget line items.

Connection to MCS’s Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success



SALES QUOTATION

March 5, 2026

Quoted To:

Stephanie Turner
stephanie.turner@cityschools.net

Sold To:

Customer Number: 231907
MURFREESBOR SCH DIST
2552 S Church St Ste 100
Murfreesboro, TN 37127

Quotation ID: QUO-101180-Q3G5X8 / 2
Sales Person: Brian Cohanski
E-mail: brian.cohanski@LEGO.com
Phone: +16177556837

Ship-To:

MURFREESBOR SCH DIST
2552 S Church St Ste 100
Murfreesboro, TN 37127

TIPS #: 250802

Item No.	Description	QTY	Price	Total
5009019	Science Classroom Bundle K-2	8	\$1,999.00	\$15,992.00
	1 Multi-charger			
	2 Replacement Pack for Elementary School			
	6 Science Kit K-2			
5009020	Science Classroom Bundle 3-5	8	\$2,399.00	\$19,192.00
	2 Multi-charger			
	1 Connection Cards			
	1 Replacement Pack for Elementary School			
	6 Science Kit 3-5			

Promotion
Code:
PYBWW4PY
YI - Promo
Code must
be included
on PO in
order to
receive this
pricing

Discount:	\$1,759.20
Net Amount:	\$33,424.80
Shipping & Handling:	\$0.00
Tax:	\$0.00
Total:	\$33,424.80

LEGO® Education Computer Science & AI products for grades 3-5 and 6-8 are scheduled to ship in or after April 2026. Products for grades K-2 will be available in or after September 2026.

Please note! By purchasing Professional Development, you agree to the terms of service outlined on our website:
[LEGO Education U.S. Professional Development Terms of Service](#)

To guarantee pricing, please attach a copy of this proposal / quote to your purchase order or include the Quote ID listed above. Prices are valid through December 31, 2026. Prices based upon total purchase.

If you are tax exempt, please send a valid copy of your certificate with your purchase order to Orders@legoeducation.us. If applicable, tax above is an estimate. Actual tax will be calculated at time of order.

LEGO Education Tech Support (\$150.00/Hr.) will be free of charge for all LEGO Education customers.

Please remit all payments to: LEGO Education, 13569 Collections Center Dr., Chicago, IL 60693

TIPS VENDOR AGREEMENT

TIPS RFP 250802 Academic and Educational Goods and Services

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

LEGO Brand Retail, Inc. DBA LEGO Education US

(ENTER ENTITY NAME)

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

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

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

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

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

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

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

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

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2025, but extended negotiations delay award until June 27, 2025 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2025 in this example.

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

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2025, but extended negotiations delay award until June 27, 2025 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2025 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2030 in this example.

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

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2030, then the one-year renewal is effective from May 31, 2030 to May 31, 2031.

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

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

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

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

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

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

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

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

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

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

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

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

General Liability: \$1,000,000 each Occurrence/Aggregate
Automobile Liability: \$300,000 Includes owned, hired & non-owned
Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

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

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

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

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

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

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

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

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees that any logos, images, photos, writing, audio, clip art, music, data, promotional documents, or any other information or intellectual property ("Vendor Property") approved or provided by Vendor for TIPS' use are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to allow TIPS use of Vendor Property. Vendor permits TIPS to use their name and logo to identify Vendor as a TIPS Awarded Vendor on the TIPS website only. All other use of Vendor's Property by TIPS shall require prior written Vendor approval. Any Vendor use of TIPS' logos, images, photos, writing, audio, clip art, music, data, promotional documents, or any other information or intellectual property ("TIPS Property") or reference to TIPS in marketing outreach requires Vendor to obtain prior written authorization from marketing@tips-usa.com which will not be unreasonably withheld. Vendor must execute a TIPS Marketing Waiver before specific, written authorization will be granted. For any marketing

outreach taken by Vendor without proper TIPS' authorization and execution of the TIPS Marketing Waiver, **Vendor shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving:**

- i. **Infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', authorized resellers', subcontractors', or invitees') unauthorized use or distribution of Vendor Property.**
- ii. **Violations of privacy and data laws; and**
- iii. **Unauthorized use or distribution of TIPS Property.**

46. Tax Exempt Status of TIPS Members. Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

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

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

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

50. Indemnity Limitation for TIPS Sales. Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. Arbitration Limitation for TIPS Sales. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 250802 ACADEMIC AND EDUCATIONAL GOODS AND SERVICES

Vendor Name: LEGO Brand Retail, Inc. DBA LEGO Education US

Vendor Address: 1001 Boylston Street

City: Boston State: MA Zip Code: 02115

Vendor Authorized Signatory Name: Alexander Mitchell

Vendor Authorized Signatory Title: Vice President, LEGO Education US

Vendor Authorized Signatory Phone: (800) 362-4308

Vendor Authorized Signatory Email: LEGOedContracts@LEGO.com

Vendor Authorized Signature: Alexander Mitchell Date: 18/8/2025

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 10/17/2025



250802

**LEGO Education
LEGO Brand Retail, Inc.
Supplier Response**

Event Information

Number: 250802

Title: Academic and Educational Goods and Services

Type: Request for Proposal

Issue Date: 8/7/2025

Deadline: 9/19/2025 03:00 PM (CT)

Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLD TIPS CONTRACT 210902 CLASSROOM AND TEACHING AIDS GOODS AND SERVICES ("210902"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT A LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR ACADEMIC AND EDUCATIONAL GOODS AND SERVICES OFFERINGS.

THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 210902.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 210902 THAT COVERS ALL OF YOUR ACADEMIC AND EDUCATIONAL GOODS AND SERVICES OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686

Phone: +1 (866) 839-8477

Email: bids@tips-usa.com

LEGO Education Information

Contact: Jennilee Haber
Address: 1001 Boylston Street
Boston, MA 02115
Phone: (800) 362-4308
Fax: (888) 534-6784
Email: legoedcontracts@lego.com
Web Address: www.legoeducation.com

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

Jennilee H. Haber

Signature

Submitted at 9/10/2025 09:36:24 AM (CT)

legoedcontracts@lego.com

Email

Requested Attachments

Pricing Form 1

250802 Pricing Form 1 - LEGO Education 08.2025.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2

250802 Pricing Form 2 - LEGO Education 08.2025.xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

(3) Required Customer Reference Letters

LEGO Education TIPS 250802 Letters of Reference - 08.2025.pdf

Vendor is required to upload three Customer Reference Letters from three separate customers as described herein. Vendor will be scored on the aggregate Reference Letters received from customers as described in the solicitation. Vendor must provide three current letters (issued within the 12-months preceding the date on which the solicitation was posted) from its customers verifying Vendor's customer service and reputation as described herein. (Ex. if the solicitation/bid posted on February 4, 2024, the letters must be dated on or after February 1, 2023). The letters must be issued from customers who have received goods or services from the Vendor or its current corporate officials, on entity/company letterhead, must specify its customer experience with Vendor, and must be signed by an authorized representative of the customer. TIPS Reference Forms from past bids will no longer be accepted.

Required Confidentiality Claim Form

250802 Required Confidentiality Claim Form - LEGO Education 08.2025.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Vendor Agreement

250802 Vendor Agreement - LEGO Education 08.2025.pdf

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

Vendor Agreement Signature Form

250802 Vendor Agreement
Signature Form - LEGO Education
08.2025.pdf

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Current Form W-9

2025 W-9 for LEGO Education
US.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

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

Vendor Logo (Supplemental Vendor Information Only)

No response

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

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

No response

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

Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

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

Disclosure of Lobbying Activities - Standard Form - LLL

No response

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

Conflict of Interest Questionnaire - Form CIQ

No response

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

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

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

2 Historically Underutilized Business (HUB)

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

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

3 National Coverage

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

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

6 Primary Contact Name

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

7 Primary Contact Title

Primary Contact Title

8 Primary Contact Email

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

9 Primary Contact Phone
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).
Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

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

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

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

13 Secondary Contact Title
Secondary Contact Title

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

15 Secondary Contact Phone
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).
Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

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

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

18	Administration Fee Contact Name
Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.	
<input type="text" value="Jennilee Haber"/>	

19	Administration Fee Contact Email
Please enter a valid email address that will definitely reach the Administration Fee Contact.	
<input type="text" value="legoedcontracts@lego.com"/>	

20	Administration Fee Contact Phone
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).	
<input type="text" value="8003624308"/>	

21	Purchase Order and Sales Contact Name
Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.	
<input type="text" value="Kim Kieschnick"/>	

22	Purchase Order and Sales Contact Email
Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.	
<input type="text" value="kimberly.kieschnick@lego.com"/>	

23	Purchase Order and Sales Contact Phone
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).	
<input type="text" value="4099046920"/>	

24	Company Website
Company Website (Format - www.company.com)	
<input type="text" value="https://education.lego.com/en-us"/>	

25	Entity D/B/A's and Assumed Names
You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.	
In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.	
<input type="text" value="LEGO Education"/>	

26	Primary Address
Primary Address	
<input type="text" value="1001 Boylston Street"/>	

27	Primary Address City
Primary Address City	
<input type="text" value="Boston"/>	

28	<p>Primary Address State</p> <p>Primary Address State (2 Digit Abbreviation)</p> <p>MA</p>
29	<p>Primary Address Zip</p> <p>Primary Address Zip</p> <p>02115</p>
30	<p>Search Words Identifying Vendor</p> <p>Please list all search words and phrases to be included in the TIPS database related to your entity. Do not list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.</p> <p>STEM, STEAM, classroom solutions NGSS, CCSS, robotics, Computer Science, Computational thinking, hands-on, project-based learning, problem solving, LEGO, Renewable Energy, instructional materials, professional development.</p>
31	<p>Certification of Vendor Residency (Required by the State of Texas)</p> <p>Does Vendor's parent company or majority owner:</p> <p>(A) have its principal place of business in Texas; or (B) employ at least 500 persons in Texas?</p> <p>Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.</p> <p>No</p>
32	<p>Vendor's Principal Place of Business (City)</p> <p>In what city is Vendor's principal place of business located?</p> <p>Enfield</p>
33	<p>Vendor's Principal Place of Business (State)</p> <p>In what state is Vendor's principal place of business located?</p> <p>CT</p>
34	<p>Vendor's Years in Business</p> <p>How many years has the business submitting this proposal been operating in its current capacity and field of work?</p> <p>45</p>
35	<p>Certification Regarding Entire TIPS Agreement</p> <p>Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.</p> <p>Does Vendor agree?</p> <p>Yes, Vendor agrees</p>

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

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

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

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

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

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

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

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

**3
7** Honoring Vendor's Minimum Percentage Discount

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

**3
8** Volume and Additional Discounts

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

3
9

"Catalog Pricing" and Pricing Requirements

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

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

4
0

EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

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

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

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

4
1 **TIPS Sales Reporting Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

4 Non-Collusive Bidding Certificate

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

By submission of this proposal, the Vendor certifies that:

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

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

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

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

- (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;
- (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;
- (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

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

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

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

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

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Required Confidentiality Claim Form

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

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

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

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

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Non-Discrimination Statement and Certification

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

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

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

Yes, I certify

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9

Limitation of Vendor Indemnification and Similar Clauses

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

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

Does Vendor agree?

Yes, I Agree

50

Alternative Dispute Resolution Limitations

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

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

Does Vendor agree?

51

No Waiver of TIPS Immunity

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

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

Does Vendor agree?

Yes, Vendor agrees

52

Payment Terms and Funding Out Clause

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

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

Yes, Vendor agrees

53

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

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

Does Vendor certify?

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

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

When applicable, does Vendor certify?

Yes, Vendor certifies

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

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

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

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

When applicable, does Vendor certify?

Yes, Vendor certifies

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

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

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

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

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

When applicable, does Vendor certify?

Yes, Vendor certifies

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

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

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

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

When applicable, does Vendor certify?

Yes, Vendor certifies

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

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

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

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

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

When applicable, does Vendor certify?

Yes, Vendor certifies

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Felony Conviction Notice - Texas Education Code 44.034

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

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

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

Vendor certifies one of the following:

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

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

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

60 Felony Conviction Notice - Texas Education Code 44.034 - Continued

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

No response

61 Conflict of Interest Questionnaire Requirement

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

- (1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of our local governmental entity.
- (4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

62 Conflict of Interest Questionnaire Requirement - Form CIQ - Continued

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

No

63 Upload of Current W-9 Required

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

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

64 Regulatory Good Standing Certification

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

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

Yes, Vendor certifies

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5 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

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6 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

6 **Suspension or Debarment Certification**

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

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

Does Vendor certify?

Yes, Vendor certifies

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

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

DEFINITIONS

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

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

Vendor certifies:

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

OR

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

Which option does Vendor certify?

Yes, I certify - SOME (Section B)

6 **Certification Regarding "Choice of Law" Terms with TIPS Members**

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

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

Does Vendor agree?

7 **Certification Regarding "Venue" Terms with TIPS Members**

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

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

Does Vendor agree?

7 **Certification Regarding "Automatic Renewal" Terms with TIPS Members**

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

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

Does Vendor agree?

**7
2 Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

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

Does Vendor agree?

**7
3 Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

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

Does Vendor agree?

**7
4 2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications. Specifically, if Vendor utilizes the Cost-Plus Markup method anywhere in its proposal, Vendor cannot and will not be listed as federally compliant for TIPS purposes unless Vendor also certifies "Yes" in response to the Attribute entitled, "2 CFR Part 200 - Prohibition of Cost- Plus."

7 5 2 CFR Part 200 or Federal Provision - Prohibition of Cost Plus

Contracts paid with federal funds which exceed the simplified acquisition threshold currently set at \$250,000 (2 CFR 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, may not utilize a cost plus percentage of cost and percentage of cost method of contract pricing. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members for a TIPS Sale resulting from this procurement process which exceeds the simplified acquisition threshold, Vendor shall not utilize a cost plus a percentage of cost and percentage of cost method of contract pricing for that expenditure. If Vendor fails to certify and proposes a Cost Plus Markup Method of pricing anywhere in their proposal, Vendor will **not** be listed as federally/EDGAR compliant for TIPS purposes.

Does Vendor certify?

7 6 2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

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

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

7 7 2 CFR Part 200 or Federal Provision - Contracts

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

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

Does vendor agree?

7 8 2 CFR Part 200 or Federal Provision - Termination

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

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

Does vendor agree?

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

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

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

Does vendor agree?

Yes, Vendor agrees

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

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

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

Does Vendor agree?

Yes, Vendor agrees

8 1 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

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

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

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

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

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

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

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

Yes, Vendor certifies - NO Reportable Lobbying

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

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

8 3 2 CFR Part 200 or Federal Provision - Federal Rule

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

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

Does vendor certify compliance?

Yes, Vendor certifies

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

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

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

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Rights to Inventions

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

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

Yes, Vendor certifies

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6 **2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions**

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

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

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

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

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

Does Vendor Certify?

Yes, Vendor certifies

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7 **2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications**

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

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

Does vendor certify?

Yes, Vendor certifies

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

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

Does Vendor certify?

Yes, Vendor certifies

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

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

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

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

9 **2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance**

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

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

Does Vendor certify?

Yes, Vendor certifies

9 1 2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

9 2 2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

9 3 2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

9 4	2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? <input type="text" value="Yes, Vendor certifies"/>
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9 5	2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? <input type="text" value="Yes, Vendor certifies"/>
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9 6	2 CFR Part 200 or Federal Provision - Record Retention Requirements For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? <input type="text" value="Yes, Vendor certifies"/>
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9 7	2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. <input type="text" value="NO"/>
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2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

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ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

August 21, 2025

TIPS Cooperative
RE: RFP 250802 (Academic and Educational Goods and Services)
Region 8 Education Service Center
4845 US Highway 271 North
Pittsburgh, TX 75686

Dear Review Committee,

I am writing to highly recommend LEGO Education as a valued and professional partner. As the Technology Training Coordinator for Cypress-Fairbanks ISD, I have had the pleasure of working with their team for several years.

The LEGO platform and equipment they provide have been foundational for student engagement and learning in our Middle School Coding & Robotics course. This hands-on approach has not only deepened our students' understanding of programming concepts but has also sparked a greater interest in STEM careers within our district. Through LEGO the students are introduced to complex thinking in a non-threatening way, opening STEM pathways to students who would not pursue them otherwise.

Throughout our partnership, LEGO Education has consistently demonstrated exceptional professionalism and a commitment to our district's goals. Their team is highly responsive, consistently going above and beyond to ensure our needs are met. They are a reliable and trusted partner, and we look forward to continuing our collaboration.

I highly endorse LEGO Education for any future STEM initiatives.

Sincerely,
Amanda Campbell
Technology Training Coordinator
Cypress-Fairbanks ISD



Empowering lifelong learners to be engaged citizens who positively impact their local and global community.

August 25, 2025

TIPS Cooperative
RE: RFP 250802 (Academic and Educational Goods and Services)
Region 8 Education Service Center
4845 US Highway 271 North
Pittsburgh, TX 75686

Dear Review Committee,

I am pleased to recommend LEGO Education for their exceptional work in STEM education within our school district. Over the past several years, their engaging product and programs, and hands-on learning have significantly enhanced our students' interest and understanding of core classroom subjects.

LEGO Education has built their curricula to meet our educational goals, demonstrating a strong commitment to fostering curiosity and critical thinking. Their professionalism and responsiveness have made them a valued partner in our efforts to provide high-quality education.

I highly endorse LEGO Education for any future STEM initiatives.

Sincerely,

A handwritten signature in black ink, appearing to be 'RG' followed by a long horizontal flourish.

Ross Garison
Director of Digital Learning
Denton Independent School District
940-369-0112
rgarison@dentonisd.org

Katy I.S.D.



September 9, 2025

TIPS Cooperative
RE: RFP 250802 (Academic and Educational Goods and Services)
Region 8 Education Service Center
4845 US Highway 271 North
Pittsburgh, TX 75686

Dear Review Committee,

I am pleased to recommend LEGO Education for their exceptional STEM education products within our school program. Our facility is part of Katy Independent School District in Katy, Texas. Approximately 15,000 3rd and 7th graders each year visit us for science field trips. LEGO Education has provided the perfect solution for having a fun, hands-on experience for students while at the same time allowing us to meet our curricular goals.

We went through the process with LEGO Education of explaining our curricular needs, looking at their product, creating a customized ordering list, and receiving their product. Our students are now enjoying the benefits of their product and loving it. LEGO's flexibility, professionalism and responsiveness throughout the process have been outstanding.

I highly endorse LEGO Education for any future STEM initiatives.

Sincerely,



Stephen Adams
Facility Coordinator – Robert R. Shaw Center for STEAM
Katy I.S.D.
Office: 281-396-7652

TIPS CONTRACT 250802

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: LEGO Brand Retail, Inc. DBA LEGO Education US

Vendor Authorized Signatory Name: Alexander Mitchell

Vendor Authorized Signatory Title: Vice President, LEGO Education US

Vendor Authorized Signatory Email: LEGOedContracts@LEGO.com

Vendor Address: 1001 Boylston Street

City: Boston State: MA Zip Code: 02115

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor’s proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor’s contact information, Vendor’s brochures and commercial information, Vendor’s financial information, Vendor’s certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, “Vendor Data”) to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor’s submission of a proposal constitutes Vendor’s consent to the disclosure and release of Vendor’s Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor’s proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the “Response Attachments” section of the eBid System entitled “Required Confidentiality Claim Form.” Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

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

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Alexander Mitchell _____

Agenda Item Title: Surplus Items

Board Meeting Date: March 24, 2026

Department: Finance and School Operations

Presented by: Trey Duke

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Summary

Board policy 2.403 defines surplus property as property no longer having an intended use by the school district and/or no longer capable of being used because of the property's condition. Policy 2.403 requires the Director of Schools/designee to prepare a list of unusable items for Board approval.

These items have been deemed surplus items and will be either sold or discarded based on board policy.

Staff Recommendation

Recommending approval of the surplus of the items specified within this packet.

Fiscal Impact

All unusable items shall be sold to the highest bidder after advertising in a newspaper of general circulation and online at least seven (7) days prior to the sale. Surplus property which has no value or has a value of less than five hundred dollars (\$500) may be disposed of without the necessity of bids pending appropriate approvals.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

Based on Tenn. Code Ann. § 49-6-2007(d)

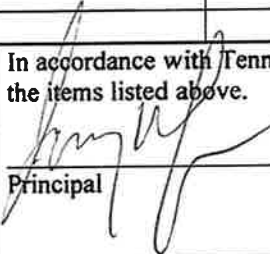
- (1) Surplus property in local school systems which has no value or has a value less than five hundred dollars (\$500), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars (\$500).

COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.


*see email

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Glacenspiel,	—	Sonor	—	—	
Sonor Meisterklasse,					
Alto					

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

 School Bradley Date 3/16/26
Principal _____ Date _____

Supervisor _____ Date _____

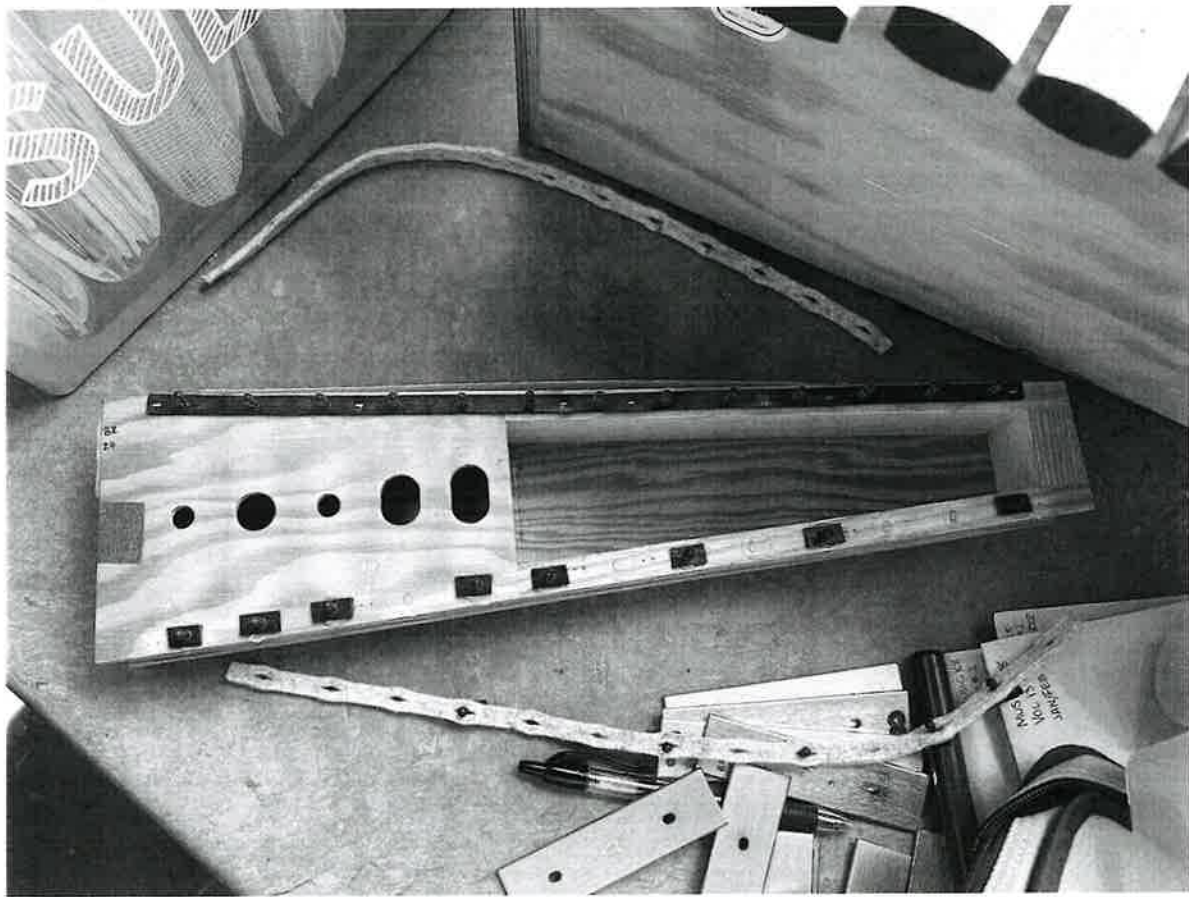
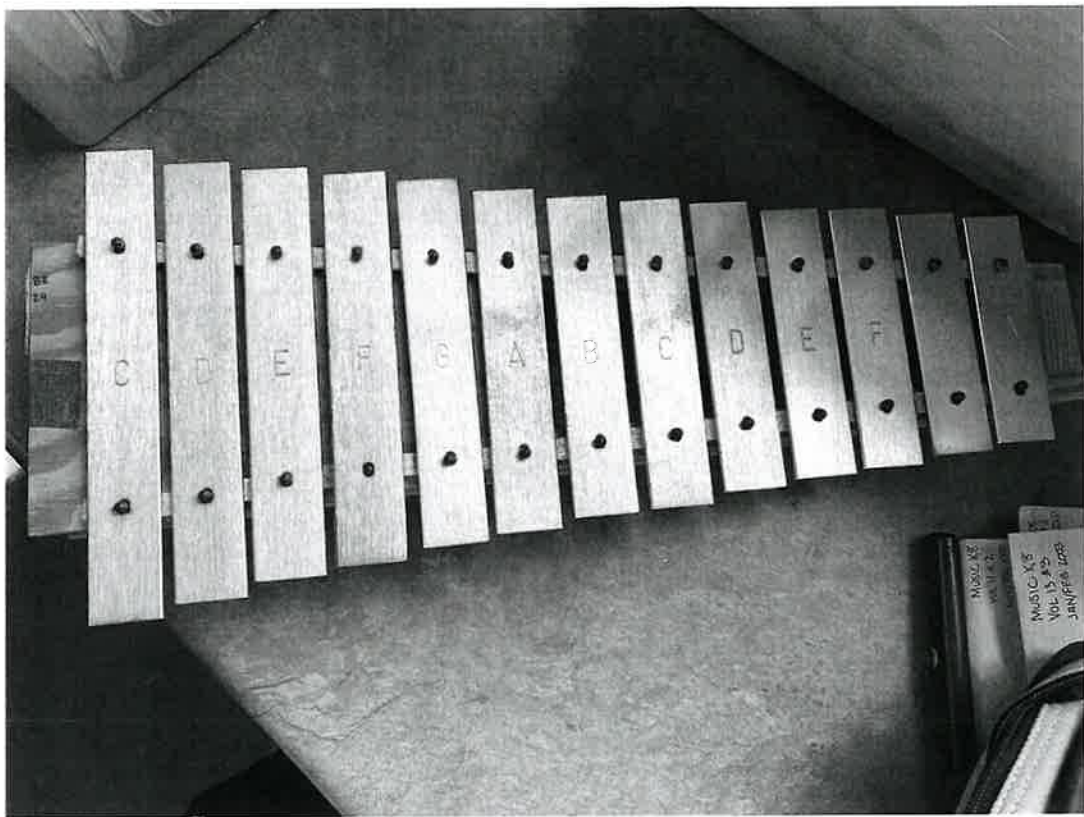
 Assistant Superintendent of School Operations or Director of Technology
Bobby Duke III Date 3/17/26
Director of Schools _____ Date _____

Board Chairman _____ Date _____

For inventory control use: copy to central office receiving ___/___/___; copy to principal or supervisor ___/___/___; copy to inventory control ___/___/___; copy to vendor ___/___/___

Notes on Disposal Method:

Signature: _____ Date: _____



all labeled in hallway C - Best

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

Based on Tenn. Code Ann. § 49-6-2007(d)

- (1) Surplus property in local school systems which has no value or has a value less than five hundred dollars (\$500), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars (\$500).

COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
brown light file cabinet					lock/hardware broken
brown table					not broken
wooden desk					broken
wooden shelf					back missing
table on wheels					not broken
black chairs					
11 chairs					not broken
1 chair					broken
black teacher chair					not broken
3 student desk					not broken
projector screen					not broken
Easels	Room 1 outbuilding				
Easels	stand up easels - orange paper to note				which ones.

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

Principal [Signature] School MNS Date 3/10/26
3/13/26

Supervisor [Signature] Date 3/17/26

Director of Schools _____ Date _____

Board Chairman _____ Date _____

For inventory control use: copy to central office receiving ___/___/___; copy to principal or supervisor ___/___/___; copy to inventory control ___/___/___; copy to vendor ___/___/___

Notes on Disposal Method:

Signature: _____ Date: _____

2 easels stored in out bldg - room on right left & marked to be taken. All other items in hallway outside BEST Rooms - hallway C.

*emailed form & photos to Dena 3/12/26.

SG

Dena Thomas

From: Sherry Givens
Sent: Thursday, March 12, 2026 9:30 AM
To: Dena Thomas
Subject: Disposal of Assets
Attachments: MNE DISPOSAL OF ASSETS 3-12-26.pdf

Dena,

Attached is a Disposal of Assets form for MNE.

Most All of the list of stuff is to be trashed, maybe a couple of the desks & chairs & one table can be rehomed.

All is in the C hall outside of Best Classrooms, except for the 2 Easels which are in the outbuilding, left side, (this is next to the room we use to use as storage that I'm sure you remember well-Ha!).

The easels are metal but the white boards have been written on with permanent markers and therefore won't clean well so not reusable.

See photos below (you won't believe how bad this stuff looks---guess this is what happens when you let the 'inmates run the jail' i.e. Best)

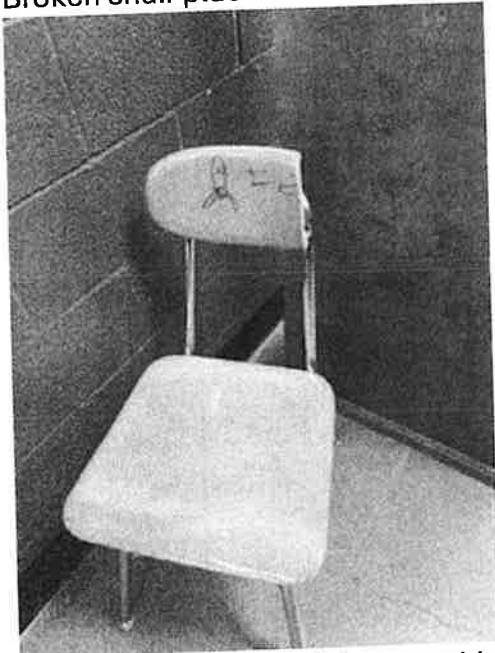
Obvious Desk not usable---no drawers.



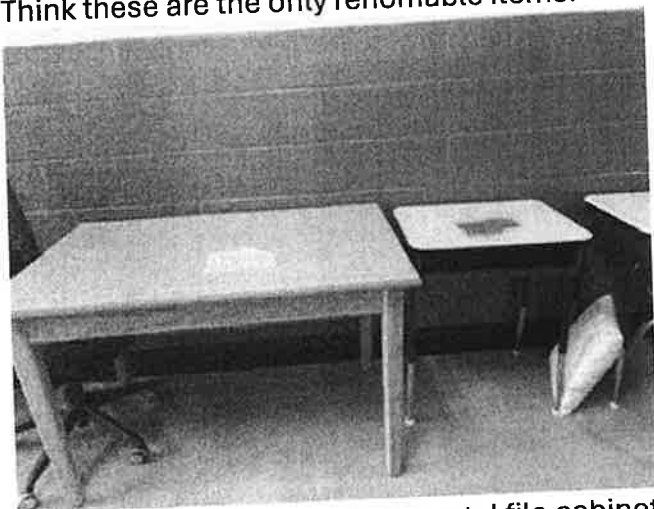
Bookcase knobs broken & it's been written on with permanent marker



Broken chair plus written on with perm marker:



Think these are the only rehomable items:



Trashed beat up & written on metal file cabinet.



This long table is so wobbly not usable. Not sure if can be repaired.



Sherry Givens, Bookkeeper
Mitchell-Neilson Schools
(615) 890-7841
sherry.givens@cityschools.net

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

Based on section 49-6-2007 of the Tennessee Code Annotated:

- (d)1 Surplus property in local school systems which has no value or has a value less than two hundred fifty dollars (\$250), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than two hundred fifty dollars (\$250).

COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.

EQUIPMENT	Tag #	MFG. BY	MODEL #	SERIAL #	VALUE
Large student desk	n/a	Childcraft	—	—	
Changing Table/Dress up	n/a	Childcraft	—	—	\$1000
Kitchen Refrigerators	n/a (2)	Joni Craft	—	—	
Kitchen Stoves	n/a (2)	Joni Craft	—	—	
Sink w/foot pump	n/a	Joni Craft	—	—	

In accordance with TCA 49-6-2007 (d)1 and (d)2, we the undersigned authorize disposal of the items listed above.

Principal: [Signature] SCHOOL _____ date _____

Supervisor: [Signature] date 3/10/24

Director of Schools: Bobby D. Hall III date 3/11/24

Board Chairman: _____ date _____

FOR INVENTORY CONTROL USE: COPY TO CENTRAL RECEIVING _____ COPY TO INVENTORY CONTROL _____ COPY TO PRINCIPAL OR SUPERVISOR 1/1 COPY TO VENDOR _____

NOTES ON DISPOSAL METHOD: _____ DATE _____

SIGNATURE _____





01/12

01/12





SURPLUS PROPERTY DISPOSAL FORM (SPDF)

Based on Tenn. Code Ann. § 49-6-2007(d)

- (1) Surplus property in local school systems which has no value or has a value less than five hundred dollars (\$500), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars (\$500).

COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
<i>Old Technology (see attached)</i>					<i>< 100 each</i>
<i>Shared Tech Doc</i>					

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

Principal _____ School _____ Date _____

Supervisor _____ Date _____

Paul Zaws - _____ Date *3/11/26*
 Assistant Superintendent of School Operations or Director of Technology

Bobby Duke III _____ Date *3/13/26*
 Director of Schools

Board Chairman _____ Date _____

For inventory control use: copy to central office receiving ___/___/___; copy to principal or supervisor ___/___/___; copy to inventory control ___/___/___; copy to vendor ___/___/___

Notes on Disposal Method:

Signature: _____ Date: _____

Location	Item Type	Make	Model	Serial #	Asset Tag
CO	Printer	Lexmark	CS410dn	5027224945mp9n	960587
CO	Computer	Dell	5400	JRGRF13	19100284
CO	Computer	Dell	3100	GN2L6C3	21-01383
CO	Computer	Dell	3100	89PH6C3	21-00028
CO	Computer	Dell	3100	18SZB73	7588
HG	Computer	Dell	3100	6JXR6C3	21-00619
HG	Computer	Dell	3100	5B4QXYZ	19-02862
HG	Computer	Dell	3100	85F09Y2	19-02649
HG	Computer	Dell	3100	7R4SXY2	19-02958
CO	Monitor	Dell	IMac	NA	956205
CO	Laptop	Dell	6430u	T-50NXXY1	NA
CO	Laptop	Dell	6430u	T-C1MXXY1	NA

CO	Laptop	Dell	6430u	3VMXXY1	13-000555
CO	Laptop	Dell	6430U	4VMXXY1	13-000139
CO	Laptop	Dell	6430U	IK63YY1	13-000408
CO	Laptop	Dell	Latitude 3330	CBWFZ21	13-003157
CO	Laptop	Dell	6430U	FFMXXY1	13-000127
CO	Laptop	Dell	6430U	D0NXXY1	13-00123
CO	Laptop	Dell	6430U	N/A	13-000130
CO	Laptop	Dell	6430U	FRYWXYY1	N/A
CO	Laptop	Dell	6430U	HZJXXY1	N/A
CO	Laptop	Dell	6430U	N/A	13-000321
CO	Laptop	Dell	Latitude 5480	9v9p7h2	960307
CO	laptop	Dell	Latitude 5400	5HHRF13	19100421
CO	laptop	Dell	Latitude 5400	8ZGRF13	19100257

CO	Laptop	Dell	6430U	47QXXY1	NA
CO	Laptop	Dell	6430U	D7LXXY1	13-000099
CO	iPad	Apple	iPad	DR5HG5A6DFHW	NA
CO	iPad	Apple	iPad	DMPLV0SUFK10	13-0489
CO	iPad	Apple	iPad	DMPMXE58FK14	959409
CO	iPad	Apple	iPad	DKVKJ32XDFHW	N/A
CO	Laptop	Dell	Latitude 3150	73X1ZB2	959983
CO	Laptop	Dell	6430U	1YXWXY1	13-000379
CO	Laptop	Dell	6430U	FJGXXY1	13-00249
CO	Laptop	Dell	6430U	C0PXXY1	13-000212
CO	Laptop	Dell	E7450	FQPKJC2	959938
CO	iPad	Apple	iPad	DMPGX2RPDFHW	N/A
CO	iPad	Apple	iPad	F5RK5PE7DFHW	3712

CO	Laptop	Dell	Latitude E7450	3HYPJC2	959946
CO	Laptop	Dell	Latitude 6430U	JT5XXY1	13-000324
CO	Laptop	Dell	3100	5FJQ9Y2	19-02848
CO	Laptop	Dell	3100	FONSC73	964667
CO	iPad	Apple	iPad Air 2	DMPSKGP5HG5D	960160
CO	Laptop	Dell	3100	9M8L5Y2	19-00550
CO	Laptop	Dell	3100	F19WB73	7362
CO	Laptop	Dell	3100	BJCYR53	963985
CO	Laptop	Dell	3100	DS8N4Y2	19-02229
CO	Laptop	Dell	3100	CY41C73	963303
CO	Laptop	Dell	3100	GTRZB73	7510
CO	Laptop	Dell	3100	BXBXB73	7252
CO	Laptop	Dell	3100	JGPL5Y2	19-00569

CO	Laptop	Dell	3100	3jkbv73	7514
CO	Laptop	Dell	3100	20XPR53	964523
CO	Laptop	Dell	3100	D4LVB73	7223
CO	Laptop	Dell	3100	5G61C73	7341
CO	Laptop	Dell	3100	1CFN4Y2	19-02252
CO	Laptop	Dell	3100	6JMS6C3	21-00572
CO	Laptop	Dell	3100	D8PQ6C3	21-00601
CO	Laptop	Dell	3100	7L0T983	7996
CO	Laptop	Dell	3100	HYLS6C3	21-01064
CO	Laptop	Dell	3100	CZVM6C3	21-02121
CO	Laptop	Dell	3100	294H6C3	21-00903
CO	Laptop	Dell	3100	25XD9Y2	19-02764
CO	Laptop	Dell	3100	D8K0C73	7629

CO	Laptop	Dell	3100	1FBR6C3	21-01680
CO	Laptop	Dell	3100	9R70C73	7621
CO	Laptop	Dell	3100	JCWPC73	964696
CO	Ipad	Apple	Ipad Air 2	DMVLT09BFK10	13-1346
CO	Ipad	Apple	Ipad Air 2	DMVLT1S9FK10	13-0100
CO	iPad	Apple	iPad	C5XWR53	964571
CO	Laptop	Dell	3100	3Q61C73	7197
CO	Laptop	Dell	3100	1S81C73	7579
CO	Laptop	Dell	3100	9WWVVR53	964358
CO	Laptop	Dell	3100	6XMSC73	964698
CO	Laptop	Dell	3100	CQJSC73	964680
CO	iPad	Apple	iPad	DMRN8JW9FK10	959282
CO	Laptop	Dell	3100	5QCR6C3	21-01046

CO	Laptop	Dell	3100	60QK6C3	21-01268
CO	Laptop	Dell	3100	18K0C73	7596
CO	Laptop	Dell	3100	2VHS6C3	21-01111
CO	Laptop	Dell	3100	C9WLHB3	8330
CO	Laptop	Dell	3100	HJZXR53	963145
CO	Laptop	Dell	3100	830N4Y2	19-02148
CO	Laptop	Dell	3100	5JZN4Y2	19-02334
CO	Laptop	Dell	3100	DMGP4Y2	19-02154
CO	Laptop	Dell	3100	9T9P4Y2	19-02153
CO	Laptop	Dell	3100	7FSS883	964880
CO	Laptop	Dell	3100	29GSC73	964685
CO	Laptop	Dell	3100	744ZB73	7297
CO	Laptop	Dell	3100	CF2YR53	963398

CO	Laptop	Dell	3100	F680C73	963139
CO	Laptop	Dell	3100	BKLOC73	7286
CO	Laptop	Dell	3100	BD8L6C3	21-01325
CO	Laptop	Dell	3100	9FGM4Y2	19-02273
CO	Laptop	Dell	3100	3YK0C73	7213
CO	Laptop	Dell	3100	JMVR6C3	21-01669
CO	Laptop	Dell	3100	6F7NHB3	8803
CO	Laptop	Dell	3100	HCKYB73	7470
CO	Laptop	Dell	3100	G5SN4Y2	19-02318
CO	Laptop	Dell	3100	BLFXY2	19-02921
CO	Laptop	Dell	3100	CTMSC73	964663
CO	Laptop	Dell	3100	1WVR6C3	21-01766
CO	Laptop	Dell	3100	79BPXY2	19-01711

CO	Laptop	Dell	3100	BTSZB73	963412
CO	Laptop	Dell	3100	CR0Q9Y2	19-02810
CO	Laptop	Dell	3100	J9TH6C3	21-00302
CO	Laptop	Dell	3100	FQZN4Y2	19-02200
CO	Laptop	Dell	3100	GG7TR53	964369
CO	Laptop	Dell	3100	JPL0C73	963029
CO	Laptop	Dell	3100	HQKR6C3	21-01747
CO	Laptop	Dell	3100	8M61C73	7389
CO	Laptop	Dell	3100	FMXR6C3	21-00964
CO	Laptop	Dell	3100	H4TS883	964876
CO	Laptop	Dell	3100	96WK6C3	21-00056
CO	Laptop	Dell	3100	BN709Y2	19-00969
CO	Laptop	Dell	3100	6K5VR53	963907

CO	Laptop	Dell	3100	7NSZB73	963126
CO	Laptop	Dell	3100	CGZXB73	7644
CO	Laptop	Dell	3100	9JPL5Y2	19-00594
CO	Laptop	Dell	3100	8SZXB73	7224
CO	Laptop	Dell	3100	2HTN4Y2	19-02267
CO	Laptop	Dell	3100	3VHS6C3	21-00837
CO	Laptop	Dell	3100	4VLS883	964885
CO	Laptop	Dell	3100	4QQG6C3	21-01043
CO	Laptop	Dell	3100	JTFR6C3	21-01681
CO	Laptop	Dell	3100	2Z4P4Y2	19-02233
CO	Laptop	Dell	3100	FCZQC73	964693
CO	Dell	Laptop	3100	8361YY2	19-00488
CO	Dell	Laptop	3100	28HR6C3	21-00798

CO	Dell	Laptop	3100	BFBSXY2	19-01513
CO	Dell	Laptop	3100	9HHR6C3	21-00550
CO	Dell	Laptop	3100	BYWWR53	963347
CO	Dell	Laptop	3100	6DBSXY2	19-01516
CO	Dell	Laptop	3100	2WSZB73	963326
CO	Dell	Laptop	3100	CC7TR53	963198
CO	Dell	Laptop	3100	4QRG6C3	21-00532
CO	Dell	Laptop	3100	34GQR53	963035
CO	Dell	Laptop	3100	8FMR6C3	21-00492
CO	Dell	Laptop	3100	4TYZB73	963316
CO	Dell	Laptop	3100	9LSL6C3	21-01104
CO	Dell	Laptop	3100	2PQM6C3	21-01910
CO	Dell	Laptop	3100	7MHQ6C3	21-01496

CO	Dell	Laptop	3100	7NZN4Y2	19-02344
CO	Dell	Laptop	3100	3G0L6C3	21-00721
CO	Dell	Laptop	3100	7JWP6C3	21-00457
CO	Dell	Laptop	3100	6B2TR53	963182
CO	Dell	Laptop	3100	DFTL6C3	21-00249
CO	Chromebook	Dell	3100	57829Y2	19-03025
CO	iPad	Apple	iPad Air 2	DMPSPK1XHG5D	960161
CO	iPad	Apple	iPad Air 2	DMPST2AAHG5D	960156
CO	iPad	Apple	iPad Air 2	DMPSPKPUHG5D	960168
CO	iPad	Apple	iPad Air	DMRN8JEVFK10	959281
BF	Laptop	Dell	E7450	FSX3Y52	959748
BF	Laptop	Dell	E7450	CY81062	N/A
BF	Laptop	Dell	E7450	7WPYT32	959543

BF	Printer	Lexmark	T640	7903HVD	956249
BF	Printer	Lexmark	T640	7903K40	956248
BF	Printer	Lexmark	T652dh	795FORH	N/A
BF	Laptop	Dell	3340	b9cj4c2	5325
BF	Laptop	Dell	3340	j5cj4c2	5261
BF	Laptop	Dell	3340	47d4vb2	5231
BF	Laptop	Dell	3340	h0fvzb2	960042
BF	Laptop	Dell	3340	g7cj4c2	5326
BF	Laptop	Dell	3340	c6cj4c2	5256
BF	Laptop	Dell	3340	8ycj4c2	5307
BF	Laptop	Dell	3340	88d4vb2	5214
BF	Laptop	Dell	3340	f9cj4c2	5348
BF	Laptop	Dell	3340	gbd4vb2	5140

BF	Laptop	Dell	3340	28d4vb2	5212
BF	Laptop	Dell	3340	7cd4vb2	5165
BF	Laptop	Dell	3340	h7d4vb2	5201
BF	Laptop	Dell	3340	c9cj4c2	5315
BF	Laptop	Dell	3340	76d4vb2	5179
BF	Laptop	Dell	3340	g7d4vb2	5148
BF	Laptop	Dell	3340	78cj4c2	5324
BF	Laptop	Dell	3340	67cj4c2	5269
BF	Laptop	Dell	3340	c7cj4c2	5306
BF	Laptop	Dell	3340	dbd4vb2	5162
BF	Laptop	Dell	3340	3bd4vb2	5147
BF	Laptop	Dell	3340	37d4vb2	
BF	Laptop	Dell	3340	fbcj4c2	5314

BF	Laptop	Dell	3340	cycj4c2	5293
BF	Laptop	Dell	3340	18cj4c2	5331
BF	Laptop	Dell	3340	7bcj4c2	5339
BF	Laptop	Dell	3340	5bcj4c2	5265
BF	Laptop	Dell	3340	69cj4c2	5323
BF	Laptop	Dell	3340	38cj4c2	
BF	Laptop	Dell	3340	96cj4c2	5296
BF	Laptop	Dell	3340	h9cj4c2	5286
BF	Laptop	Dell	3340	8bd4vb2	5221
BF	Laptop	Dell	3340	17d4vb2	5224
BF	Laptop	Dell	3340	66d4vb2	5194
BF	Laptop	Dell	3340	c6d4vb2	5235
BF	Laptop	Dell	3340	26d4vb2	5220

BF	Laptop	Dell	3340	56d4vb2	5206
BF	Laptop	Dell	3340	87cj4c2	5309
BF	Laptop	Dell	3340	b8d4vb2	5228
BF	Laptop	Dell	3340	2ccj4c2	5275
BF	Laptop	Dell	3340	29cj4c2	5298
BF	Laptop	Dell	3340	hbd4vb2	5230
BF	Laptop	Dell	3340	1bd4vb2	5144
BF	Laptop	Dell	3340	25cj4c2	5260
BF	Laptop	Dell	3340	g6cj4c2	5322
BF	Laptop	Dell	3340	57d4vb2	5217
BF	Laptop	Dell	3340	55cj4c2	5274
BF	Laptop	Dell	3340	h5cj4c2	5277
BF	Laptop	Dell	3340	h7cj4c2	5282

BF	Laptop	Dell	3340	6bd4vb2	5156
BF	Laptop	Dell	3340	b8cj4c2	5351
BF	Laptop	Dell	3340	d6d4vb2	5198
BF	Laptop	Dell	3340	b6d4vb2	5154
BF	Laptop	Dell	3340	56cj4c2	5313
BF	Laptop	Dell	3340	d7cj4c2	5342
BF	Laptop	Dell	3340	5bd4vb2	5195
BF	Laptop	Dell	3340	69d4vb2	5215
BF	Laptop	Dell	3340	h9d4vb2	5145
BF	Laptop	Dell	3340	35cj4c2	5311
BF	Laptop	Dell	3340	j5d4vb2	5193
BF	Laptop	Dell	3340	39cj4c2	5320
BF	Laptop	Dell	3340	79cj4c2	5279

BF	Laptop	Dell	3340	d8d4vb2	5187
BF	Laptop	Dell	3340	86cj4c2	5316
BF	Laptop	Dell	3340	c8d4vb2	5209
BF	Laptop	Dell	3340	d7d4vb2	5186
BF	Laptop	Dell	3340	gbcj4c2	5289
BF	Laptop	Dell	3340	b9d4vb2	5190
BF	Laptop	Dell	3340	j9cj4c2	5291
BF	Laptop	Dell	3340	48cj4c2	5297
BF	Laptop	Dell	3340	97cj4c2	5262
BF	Laptop	Dell	3340	8cd4vb2	5167
BF	Laptop	Dell	3340	g5d4vb2	5178
BF	Laptop	Dell	3340	46d4vb2	5153
BF	Laptop	Dell	3340	c9d4vb2	5152

BF	Laptop	Dell	3340	85cj4c2	5336
BF	Laptop	Dell	3340	g9d4vb2	5142
BF	Laptop	Dell	3340	87d4vb2	5210
BF	Laptop	Dell	3340	8kb4vb2	5143
BF	Laptop	Dell	3340	36cj4c2	5268
BF	Laptop	Dell	3340	d6cj4c2	5334
BF	Laptop	Dell	3340	j6cj4c2	5329
BF	Laptop	Dell	3340	9ycj4c2	5332
BF	Laptop	Dell	3340	jbd4vb2	5232
BF	Laptop	Dell	3340	bycj4c2	5295
BF	Laptop	Dell	3340	68cj4c2	5346
BF	Laptop	Dell	3340	j7d4vb2	5207
BF	Laptop	Dell	3340	59d4vb2	5196

BF	Laptop	Dell	3340	h5d4vb2	5197
BF	Laptop	Dell	3340	f6cj4c2	5354
BF	Laptop	Dell	3340	h6d4vb2	5172
BF	Laptop	Dell	3340	f8d4vb2	5173
BF	Laptop	Dell	3340	2cd4vb2	5150
BF	Laptop	Dell	3340	4cd4vb2	5151
BF	Laptop	Dell	3340	5qqw982	
BF	Laptop	Dell	3340	2bd4vb2	5234
BF	Laptop	Dell	3340	f5d4vb2	5168
BF	Laptop	Dell	3340	97d4vb2	5177
BF	Laptop	Dell	3340	9cd4vb2	5137
BF	Laptop	Dell	3340	48d4vb2	5174
BF	Laptop	Dell	3340	89cj4c2	5343

BF	Laptop	Dell	3340	4bcj4c2	5344
BF	Laptop	Dell	3340	19d4vb2	5164
BF	Laptop	Dell	3340	1cd4vb2	5218
BF	Laptop	Dell	3340	37cj4c2	5328
BF	Laptop	Dell	3340	g8d4vb2	5213
BF	Laptop	Dell	3340	g6d4vb2	5199
BF	Laptop	Dell	3340	dcd4vb2	5226
BF	Laptop	Dell	3340	49cj4c2	5290
BF	Laptop	Dell	3340	bkb4vb2	5163
BF	Laptop	Dell	3340	b7d4vb2	5181
BF	Laptop	Dell	3340	c7d4vb2	5161
BF	Laptop	Dell	3340	fd4vb2	5229
BF	Laptop	Dell	3340	3cd4vb2	5166

BF	Laptop	Dell	3340	58cj4c2	5272
BF	Laptop	Dell	3340	b7cj4c2	5341
BF	Laptop	Dell	3340	95cj4c2	5319
BF	Laptop	Dell	3340	77d4vb2	5191
BF	Laptop	Dell	3340	78d4vb2	5155
BF	Laptop	Dell	3340	96d4vb2	5149
BF	Laptop	Dell	3340	j6d4vb2	5158
BF	Laptop	Dell	3340	c8cj4c2	5294
BF	Laptop	Dell	3340	8bcj4c2	5263
BF	Laptop	Dell	3340	bbd4vb2	5146
BF	Laptop	Dell	3340	65cj4c2	5355
BF	Laptop	Dell	3340	49d4vb2	5171
BF	Laptop	Dell	3340	6cd4vb2	5160

BF	Laptop	Dell	3340	f6d4vb2	5192
BF	Laptop	Dell	3340	g5cj4c2	5345
BF	Laptop	Dell	3340	f8cj4c2	5264
BF	Laptop	Dell	3340	5cd4vb2	5208
BF	Laptop	Dell	3340	86d4vb2	5205
BF	Laptop	Dell	3340	47cj4c2	5266
BF	Laptop	Dell	3340	d9cj4c2	
BF	Laptop	Dell	3340	j8cj4c2	5340
BF	Laptop	Dell	3340	19cj4c2	
BF	Laptop	Dell	3340	b5cj4c2	5333
BF	Laptop	Dell	3340	2bcj4c2	5287
BF	Laptop	Dell	3340	d9d4vb2	5169
BF	Printer	Lexmark	T640	7903D4R	956259

BF	Printer	Lexmark	M5510dn	S451445HH240LN	4475
BF	Doc Cam	Elmo	TT-02RX	575224	3596
HG	Tablet	Apple	Ipad	DMQGV9U4DFHW	3288
HG	Tablet	Apple	Ipad	DLXFWCTQDFHW	2809
HG	Tablet	Apple	Ipad	DLXFDW2DFHW	2801
HG	Tablet	Apple	Ipad	DLXFWBJZDFHW	2795
HG	Laptop	Dell	6430u	N/A	13-000197
HG	Laptop	Dell	6430u	8Z3XXY1	13-000512
HG	Laptop	Dell	6430u	N/A	N/A
HG	Laptop	Dell	6430u	12NXXY1	N/A
HG	Laptop	Dell	3340	2zqj782	5033
HG	Laptop	Dell	3340	7yqj782	5051
HG	Laptop	Dell	3340	hxqj782	5072

HG	Laptop	Dell	3340	34n4f32	4498
HG	Laptop	Dell	3340	9yqj782	5059
HG	Laptop	Dell	3340	14n4f32	4506
HG	Laptop	Dell	3340	fzqj782	5035
HG	Laptop	Dell	3340	b4n4f32	4493
HG	Laptop	Dell	3340	fyqj782	5070
HG	Laptop	Dell	3340	7zqj782	5056
HG	Laptop	Dell	3340	g8qh52	4587
HG	Laptop	Dell	3340	24n4f32	4511
HG	Laptop	Dell	3340	2yqj782	5071
HG	Laptop	Dell	3340	b3n4f32	4510
HG	Laptop	Dell	3340	czqj782	5068
HG	Laptop	Dell	3340	jzqj782	5038

HG	Laptop	Dell	3340	59qhh52	4586
HG	Laptop	Dell	3340	20rj782	5058
HG	Laptop	Dell	3340	74n4f32	4494
HG	Laptop	Dell	3340	64n4f32	4499
HG	Laptop	Dell	3340	131910	4508
HG	Laptop	Dell	3340	40rj782	5032
HG	Laptop	Dell	3340	8yqj782	5067
HG	Laptop	Dell	3340	13n4f32	4514
HG	Laptop	Dell	3340	6yqj782	5055
HG	Laptop	Dell	3340	c3n4f32	4513
HG	Laptop	Dell	3340	8yqj782	5053
HG	Laptop	Dell	3340	83n4f32	4503
HG	Laptop	Dell	3340	j2n4f32	4496

HG	Laptop	Dell	3340	dyqj782	5062
HG	Laptop	Dell	3340	50rj782	5034
HG	Laptop	Dell	3340	10rj782	5040
HG	Laptop	Dell	3340	5yqj782	
HG	Laptop	Dell	3340	gzqj782	
HG	Laptop	Dell	3340	60rj782	5066
HG	Laptop	Dell	3340	6zqj782	5063
HG	Laptop	Dell	3340	44n4f32	4501
HG	Laptop	Dell	3340	4yqj782	
HG	Laptop	Dell	3340	1zqj782	5049
HG	Laptop	Dell	3340	8zqj782	5045
HG	Laptop	Dell	3340	94n4f32	4509
HG	Laptop	Dell	3340	70rj782	5060

HG	Laptop	Dell	3340	1yqj782	5069
HG	Laptop	Dell	3340	63n4f32	4497
HG	Laptop	Dell	3340	43n4f32	4495
HG	Laptop	Dell	3340	dzqj782	5048
HG	Laptop	Dell	3340	f3n4f32	
HG	Laptop	Dell	3340	3yqj782	5064
HG	Laptop	Dell	3340	jyqj782	5046
HG	Laptop	Dell	3340	gxqj782	5044
HG	Laptop	Dell	3340	bzqj782	5042
HG	Laptop	Dell	3340	cyqj782	5073
HG	Laptop	Dell	3340	3zqj782	5036
HG	Laptop	Dell	3340	73n4f32	4500
HG	Laptop	Dell	3340	4zqj782	5052

HG	Laptop	Dell	3340	93n4f32	4504
HG	Laptop	Dell	3340	5zqj782	5061
HG	Laptop	Dell	3340	hyqj782	5054
HG	Laptop	Dell	3340	23n4f32	4491
HG	Laptop	Dell	3340	hzqj782	5043
HG	Laptop	Dell	3340	d3n4f32	4512
HG	Laptop	Dell	3340	h453582	5050
HG	Laptop	Dell	3340	30rj782	5037
HG	Laptop	Dell	3340	dxqj782	5041
HG	Laptop	Dell	3340	89d4vb2	5159
HG	Laptop	Dell	3340	84n4f32	4492
HG	Laptop	Dell	3340	g3n4f32	4502
HG	Laptop	Dell	3340	80rj782	5039

HG	Laptop	Dell	3340	j8qhh52	4593
HG	Laptop	Dell	3340	39qhh52	4589
HG	Laptop	Dell	3340	29qhh52	4588
HG	Laptop	Dell	3340	h8qhh52	4590
HG	Laptop	Dell	3340	49qhh52	4592
HG	Laptop	Dell	3340	69qhh52	4591
HG	Laptop	Dell	3340	19qhh52	4585
HG	Laptop	Acer	C740	NXEF2AA00271400C397600	
HG	Laptop	Acer	C740	NXEF2AA002531149997600	
HG	Laptop	Acer	C740	NXEF2AA00253118E0A7600	
HG	Laptop	Acer	C740	NXEF2AA00253118DFE7600	
HG	Laptop	Acer	C740	NXEF2AA002706180087600	
HG	Laptop	Acer	C740	NXEF2AA00271400C437600	

HG	Laptop	Acer	C740	NXEF2AA002715010DF7600	
HG				J30501CGZ38	2455
HG				J30501EBZ38	2441
HG				J30501C7Z38	2452
HG				J30501E3Z38	2464
HG				GB036ML5Z38	2454
HG				GB1058PWZ38	
HG				J30501DDZ38	2463
HG				HW102UECZ38	
HG				J30501FTZ38	2457
HG				J3050BWZ38	2442
HG				J30501H4Z38	2462
HG				V5050EMQZ38	2453

HG	Chromebook	Dell	3100	4JRR53	963021
HG	Chromebook	Dell	3100	7ZL6C3	21-00176
HG	Chromebook	Dell	3100	CVBK6C3	21-01262
HG	Chromebook	Dell	3100	5WCR6C3	21-01059
HG	Chromebook	Dell	3100	4DPCHB3	8735
HG	Chromebook	Dell	3100	5HBSXY2	19-02922
NF	Chromebook	Dell	3100	25W0983	7956
MNP	All-in-One	Dell	Optiplex 9030 AIO	JDQ9N22	100790
CLA	Latitude	Dell	5400	6QFRF13	19100414
CO	Chromebook	Dell	3100	GN2L6C3	21-01383
CO	Chromebook	Dell	3100	89PH6C3	21-00028
CO	Chromebook	Dell	3100	18SZB73	7588
BF	Chromebook	Dell	3100	4VWK6C3	21-01194

BF	Chromebook	Dell	3100	HTZN4Y2	19-02302
BF	Chromebook	Dell	3100	8XFD5Y2	19-02237
BF	Chromebook	Dell	3100	BC2S6C3	21-00955
CO	All-In-One	Dell	OptiPlex 5250 AIO	HX02C02	N/A
NF	All-In-One	Dell	OptiPlex 5260 AIO	8BXCHQ2	N/A
	All-In-One	Dell	OptiPlex 7440 AIO	B6KKB02	960260
	All-In-One	Dell	OptiPlex 7440 AIO	3KICQD2	960113
SC	All-In-One	Dell	OptiPlex 7450 AIO	GPRPZV2	961359
ES	All-In-One	Dell	OptiPlex 7440 AIO	9MGDB0Z	960259
MNPLS	All-In-One	Dell	9030	J0PYM22	N/A
CLA	All-In-One	Dell	5250	DN357M2	N/A
CLA	All-In-One	Dell	5250	DN557M2	N/A
NF	All-In-One	Dell	5250	GGSYQP2	N/A

NF	All-In-One	Dell	7440	3K49QD2	N/A
N/A	All-In-One	Dell	7440	3K1CQD2	960113
CO	Computer	HP	Chromebook 11 G7 EE	5CD935B3H6	966535
ESP	All-In-One	Dell	OptiPlex 9030 AIO	H58P842	N/A
HR	All-In-One	Dell	OptiPlex 7450 AIO	4J1T7X2	961526
HG	Chromebook	Dell	3100	GQWXR53	963149
HG	Chromebook	Dell	3100	DRYZB73	963300
CO	Laptop	Dell	Latitude 5480	3Y9P7H2	960305
CO	Laptop	Dell	Latitude 6430u	N/A	13-000417
CO	Laptop	Dell	Latitude 6430u	J05XXY1	N/A
ESE	Laptop	Dell	Latitude 3340	98X0H52	N/A
CO	Laptop	Dell	Latitude 6430u	B5FXXY1	N/A
ESE	Laptop	Dell	Latitude 3340	G8X0H52	N/A

ESE	Laptop	Dell	Latitude 3340	C8X0H52	N/A
ESE	Laptop	Dell	Latitude 3340	F8X0H52	N/A
CO	Laptop	Dell	Chromebook 3100	G3XM6C3	21-01289
BF	Chromebook	Dell	3100	2B8R6C3	21-01016
BF	Chromebook	Dell	3100	3WMSC73	964699
BF	Chromebook	Dell	3100	6M4M4Y2	19-02248
BF	Chromebook	Dell	3100	G53BHB3	8877
CLA	Chromebook	Dell	Chromebook 11	27WJK82	N/A
BF	Chromebook	Dell	3100	FVQM6C3	21-00250
CO	Chromebook	Dell	3100	3FRBHB3	8544
CO	Chromebook	Dell	3100	JJ01YY2	19-00448
BF	Chromebook	Dell	3100	2MXR6C3	21-00962
CO	Laptop	Dell	5400	BXFRF13	19100308

CO	Laptop	Dell	5400	JSLK453	962731
CO	Laptop	Dell	5400	GW2L353	962635
CO	Laptop	Dell	5400	67GRF13	19100424
CO	Laptop	Dell	5400	BR26353	962786
BF	Chromebook	Dell	3100	GSL6C3	21-00961
BF	Chromebook	Dell	3100	FZRZB73	7614
CO	Laptop	Dell	5400	2X27353	962632
CO	Chromebook	Dell	3100	9H70C73	7656
BF	Chromebook	Dell	3100	H8FZB73	7327
BF	Chromebook	Dell	3100	D842C73	7636
CO	Chromebook	Dell	3100	BZF29Y2	19-02491
CO	Chromebook	Dell	3100	FRBK6C3	21-00112
CO	Chromebook	Dell	3100	HKPS6C3	21-00131

CO	Chromebook	Dell	3100	3T7L6C3	21-01538
CO	Laptop	Dell	5540	3PM7LY3	23-0654
HG	Chromebook	Dell	3100	2QSZB73	963289
BF	Chromebook	Dell	3100	3GZQC73	
HG	Chromebook	Dell	3100	H35Q9Y2	19-02830
HG	Chromebook	Dell	3100	9XL09Y2	19-02638
HG	Printer	Lexmark	T630	992616K	956329
HG	Printer	HP	2420dn	CNGJC89631	
CO	Laptop	Dell	7440	G2JFL12	13-003508
CO	Laptop	Dell	7440	NA	13-003512
HG	Doc Camera	Elmo	TT-12i	1530857	4311
HG	TV	Insignia	NS-24E40SNA14	1584K5V56B00226	959081
HG	Doc Cam	Elmo	HV-110u	112530	1930

HG	Desktop PC	Dell	Optiplex 7450	GPSKZV2	961357
MNE	All-In-One	Dell	OptiPlex 7440 AIO	1FWCB02	960153
MNE	All-In-One	Dell	Optiplex 5270 AIO	F128T13	961951
ESE	All-In-One	Dell	OptiPlex 7450 AIO	GPSJZV2	961358
ESE	Desktop	Dell	OptiPlex 3040	43XBKH2	96335
ESE	Desktop	Dell	OptiPlex 3040	43Y8KH2	960334
ESE	Desktop	Dell	OptiPlex 3050	96BGLR2	795
ESE	Desktop	Dell	OptiPlex 3050	969DLR2	794
JPE	Laptop	Dell	Latitude 5490	90T8PQ2	960916

ESP

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

Based on Tenn. Code Ann. § 49-6-2007(d)

- (1) Surplus property in local school systems which has no value or has a value less than five hundred dollars (\$500), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars (\$500).

COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
iPad	101806		6th Gen.	GG7YW04HJF88	Won't Update
iPad	101610		5th Gen.	DMPVL6UEHLJJ	Won't Update
iPad	101720		6th Gen.	DMPXGBN2JF88	Won't Update

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

_____ School _____ Date _____
Principal

_____ Date 3/10/20
Supervisor

_____ Date 3/11/20
Assistant Superintendent of School Operations or Director of Technology

_____ Date 3/12/20
Director of Schools

_____ Date _____
Board Chairman

For inventory control use: copy to central office receiving ___/___/___; copy to principal or supervisor ___/___/___; copy to inventory control ___/___/___; copy to vendor ___/___/___

Notes on Disposal Method:

Signature: _____ Date: _____

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

Based on Tenn. Code Ann. § 49-6-2007(d)



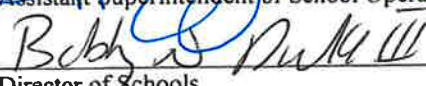
- (1) Surplus property in local school systems which has no value or has a value less than five hundred dollars (\$500), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars (\$500).

COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Laptop	960126	Dell	Latitude	6QB DLC2	\$0

Won't update to Windows 11

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

_____ School CO-HR Date _____
 Principal
 Date 3/2/24
 Supervisor
 Date 3/4/24
 Assistant Superintendent of School Operations or Director of Technology
 Date 3/5/26
 Director of Schools
 _____ Date _____
 Board Chairman

For inventory control use: copy to central office receiving ___/___/___; copy to principal or supervisor ___/___/___; copy to inventory control ___/___/___; copy to vendor ___/___/___

Notes on Disposal Method:

Signature: _____ Date: _____

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

Based on Tenn. Code Ann. § 49-6-2007(d)

- (1) Surplus property in local school systems which has no value or has a value less than five hundred dollars (\$500), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars (\$500).

COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Old computers					\$250.00 each
Buy Back / Trade					

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

Principal _____ School _____ Date _____

Supervisor _____ Date _____

April Zairone _____ Date 3/4/26
 Assistant Superintendent of School Operations or Director of Technology

Bobby W. Dulle III _____ Date 3/17/2026
 Director of Schools

Board Chairman _____ Date _____

For inventory control use: copy to central office receiving ___/___/___; copy to principal or supervisor ___/___/___; copy to inventory control ___/___/___; copy to vendor ___/___/___

Notes on Disposal Method:

Signature: _____ Date: _____

Buy Back

Manufacturer	Model	Serial Number	Asset Tag
Dell	Chromebook 3100	7ld29y2	19-02084
Dell	Chromebook 3100	dqz29y2	19-01834
Dell	Chromebook 3100	8rs09y2	19-00082
Dell	Chromebook 3100	5nf29y2	19-01765
Dell	Chromebook 3100	f0gq9y2	19-01797
Dell	Chromebook 3100	ctfq9y2	19-01798
Dell	Chromebook 3100	4hz09y2	19-00084
Dell	Chromebook 3100	hfqyyy2	19-00665
Dell	Chromebook 3100	h74qxy2	19-00681
Dell	Chromebook 3100	9y1wxy2	19-00820
Dell	Chromebook 3100	fkmc9y2	19-00996
Dell	Chromebook 3100	223p9y2	19-00231
Dell	Chromebook 3100	dwdrxy2	19-00644
Dell	Chromebook 3100	509txy2	19-00842
Dell	Chromebook 3100	jqfc9y2	19-01969
Dell	Chromebook 3100	jpypxy2	19-00707
Dell	Chromebook 3100	88zp9y2	19-00383
Dell	Chromebook 3100	80zrxy2	19-00658
Dell	Chromebook 3100	1cpqxy2	19-00684
Dell	Chromebook 3100	33bqxy2	19-00678
Dell	Chromebook 3100	cv1rxy2	19-00651
Dell	Chromebook 3100	gpw19y2	19-01799
Dell	Chromebook 3100	CXS29Y2	19-01739
Dell	Chromebook 3100	ddz29y2	19-01777
Dell	Chromebook 3100	8rdrxy2	19-00633
Dell	Chromebook 3100	hdgp9y2	19-00381
Dell	Chromebook 3100	64f09y2	19-00062
Dell	Chromebook 3100	g0m09y2	19-00067
Dell	Chromebook 3100	bqbb9y2	19-01296
Dell	Chromebook 3100	3kfp9y2	19-00065
Dell	Chromebook 3100	hg2p9y2	19-00838
Dell	Chromebook 3100	djjb9y2	19-00260
Dell	Chromebook 3100	fss09y2	19-00851
Dell	Chromebook 3100	c3wqxy2	19-00610
Dell	Chromebook 3100	dps09y2	19-00871
Dell	Chromebook 3100	g47rxy2	19-00616
Dell	Chromebook 3100	cf70yy2	19-03097
Dell	Chromebook 3100	jy419y2	19-00833
Dell	Chromebook 3100	8t4q9y2	19-00994
Dell	Chromebook 3100	8dpqxy2	19-00660
Dell	Chromebook 3100	fs009y2	19-00338
Dell	Chromebook 3100	8bdp9y2	19-00399
Dell	Chromebook 3100	6xxvxy2	19-00410
Dell	Chromebook 3100	fjqyyy2	19-00664
Dell	Chromebook 3100	301wxy2	19-00796

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Latitude 5400	9DPM453	962522
Latitude 5400	FKW7353	962528

Latitude 5400	7TFRF13	19100299
Latitude 5400	7P9RF13	19100339
Latitude 5400	5FJP453	962547
Latitude 5400	GWGRF13	19100273
Latitude 5400	DLBP453	962541
Latitude 5400	6MHM453	962729
Latitude 5400	21X6353	962723
Latitude 5400	GD05353	962748
Latitude 5400	HVFRF13	19100006
Latitude 5400	F7Q6353	962738
Latitude 5400	BXFRF13	19100308
Latitude 5400	FKGRF13	19100429
Latitude 5400	JF9RF13	19100134
Latitude 5400	B1NK453	962633
Latitude 5400	8PBP453	
Latitude 5400	3LGRF13	
Latitude 5400	GT9RF13	
Latitude 5400	FLY4353	
Latitude 5400	5QPJ353	
Latitude 5400	HK7J353	
Latitude 5400	7T28353	
Latitude 5400	JR5RF13	
Latitude 5400	GW2L353	
Latitude 5400	5KHRF13	
Latitude 5400	B805353	
Latitude 5400	FC6RF13	
Latitude 5400	JNSQF13	
Latitude 5400	8K7N453	
Latitude 5400	1JHM453	
Latitude 5400	JXFRF13	
Latitude 5400	76GRF13	
Latitude 5400	8C6RF13	
Latitude 5400	CP2L353	
Latitude 5400	4KQL453	
Latitude 5400	2MWM2R2	
Latitude 5400	2SGRF13	
Latitude 5400	GY5RF13	
Latitude 5400	916RF13	
Latitude 5400	1G7J353	
Latitude 5400	4kbm3h2	
Latitude 5400	41VK453	
Latitude 5400	19CJ353	
Latitude 5400	8VFRF13	
Latitude 5400	GLCRF13	
Latitude 5400	3X9RF13	

Latitude 5400	67GRF13	
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Latitude 5400	JN28353	
Latitude 5400	2X27353	
Latitude 5400	JSLK453	
Latitude 5400	BR26353	
Latitude 5400	8GH7353	
Latitude 5400	8DFK453	
Latitude 5400	7HGRF13	
Latitude 5400	535P453	
Latitude 5400	JRGRF13	
Latitude 5400	59HRF13	
Latitude 5400	5QVGF13	
Latitude 5400	HJHRF13	
Latitude 5400	N/A	1900381
Latitude 5400	B378353	962508
Latitude 5400	2YVQF13	19100090
Latitude 5400	6RCRF13	
Latitude 5400	75HRF13	
Latitude 5400	FBJP453	
Latitude 5400	386RF13	
Latitude 5400	FWFRF13	
Latitude 5400	C86RF13	
Latitude 5400	DCHRF13	
Latitude 5400	CMCRF13	
Latitude 5400	F35P453	
Latitude 5400	1QGRF13	
Latitude 5400	cry4353	
Latitude 5400	gtfrf13	
Latitude 5400	9tr5353	
Latitude 5400	cjhrf13	
Latitude 5400	hp7j353	
Latitude 5400	9jgrf13	
Latitude 5400	f2jj353	
Latitude 5400	1ggrf13	
Latitude 5400	FVGRF13	
Latitude 5400	ddgrf13	
Latitude 5400	h646353	
Latitude 5400	N/A	
Latitude 5490	71rq8s2	
Latitude 5400	35FRF13	
Latitude 5400	3RFRF13	
Latitude 5400	84VQF13	19100302
Latitude 5400	DWFRP13	19100277
Latitude 5400	7dhrf13	19100210

Latitude 5400	fjvqf13	19100156
Latitude 5400	dsfrf13	19100280
Latitude 5400	n/a	19100072
Latitude 5400	n/a	19100255
Latitude 5400	CN7K453	962770
Latitude 5400	F1GRF13	19100360
Latitude 5400	4BFK453	962766
Latitude 5400	6LHM453	962687



Trade-In Agreement

Date: 1/21/2026

TOPRIGHT TELECOM

Company HQ
TopRight Telecom
Contact
Scott Overstreet
Address
924 Anacapa St.
City, State, Zipcode
Santa Barbara, CA 93103
Phone
805-364-0544
Email
scotto@toprighttelecom.com

Company
Murfreesboro City School District
Address
2552 South Church Street
City, State, Zip code
Murfreesboro, TN 37127
Phone
615-893-2313

From Murfreesboro	Qty.	Grade	(To Murfreesboro)	Description	Qty Per Grade	(To Murfreesboro)	Description	Qty Per Grade
Dell 5400	550	Grade A	PSSL573	Dell Pro Micro QCM1250 - micro Core Ultra 5 255T 2.2 GHz - 16 GB - SSD 512	10	SNP112239P/512G	New Dell - SSD - 512 GB - Gen 3 PCIe (NVMe) w/ 3 yr warranty	406
Dell 5490	20	Grade B			10			255
Dell 3110/3120	2000	Grade C			10			89
		Grade D			7			5
		Grade F			2			4

The final quantity may be higher or lower than exact number per grade above. For example, if the average grade is a B- or C+ the final quantity of SSDs would be below 255 or above 89.

For questions or need for changes please contact
Scott Overstreet at 805.689.0983 or scotto@toprighttelecom.com

- A Grade Mint condition (No scratches)
- B Grade Some light scratches on case or screen
- C Grade More scratches and particularly more on the screen or deeper scratches on cover
- D Grade Functional but may have issues like missing keys, large dent or heavy or deep scratches on screen
- F Grade Non-functional, cracked screen, or can't hold power.

Scope of work:
White glove labor includes on-site sorting and packaging. All packaging supplies and shipping costs included.
Once received All devices will be sorted and checked for cosmetics damage. Units will then go through a thorough test of screens, ports, speakers, battery and functionality.
All units will receive a full data wipe and client will be given a certificate of date destruction and a complete report of each individual unit noting each test and final grade.
Equipment from TopRight to Murfreesboro is certified new and includes original manufacturer warranty. Estimated time for project completion is 30 days from day of pick up.

Full Name
Murfreesboro City School District
Date
29/01/2026

Full Name
TopRight Telecom
Date
1/29/2026

Bobby v Duke III

Scott Overstreet

ADDENDUM TO TOPRIGHT TELECOM TRADE-IN AGREEMENT

This Addendum (herein "Addendum") amends the Trade-In Agreement dated January 21, 2026, and all attachments, exhibits, any physical or virtual documents or writings, referenced therein, and any click through, clickwrap, shrink-wrap, or other such virtual agreement (all of which are herein "Agreement") between TopRight Telecom (herein "Contractor") and Murfreesboro City Schools (herein "District") (collectively referred to as "Parties") for the use of goods and services as provided for in the Agreement. In consideration of using Contractor's form agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Agreement is amended as follows:

1. **Precedence.** Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions, or language to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control.
2. **Statutory Authority.** The Parties acknowledge and agree that this transaction is authorized under T.C.A. § 49-6-2007(f)(2), which permits a local education agency to dispose of computers by selling or trading them to a computer vendor as part of a proposal to purchase new computers, without compliance with the public advertising or competitive bidding requirements otherwise applicable to surplus property. For purposes of this Addendum, the term "Surplus Devices" means the computers and related equipment listed in the attached Trade-In Agreement and any exhibits thereto that have been removed from District inventory and are being transferred to Contractor solely as consideration toward District's purchase of new computer equipment under the Agreement.
3. **Shipping, Delivery, and Transportation.** All packaging, shipping, freight, insurance, and transportation costs associated with the delivery of new equipment to the District and the return shipment of the surplus trade-in devices to Contractor shall be fully borne by Contractor and are included in the pricing and consideration reflected in the parties' transaction. No additional shipping, handling, or freight charges of any kind shall be assessed to District.
 - 3.1. Contractor may utilize a common carrier or courier service of its choosing, including but not limited to UPS, FedEx, or a freight carrier; however, all shipments of new equipment shall be made prepaid and insured by Contractor and shall be delivered FOB Destination (District Facility). Title to and risk of loss for the new equipment shall remain with Contractor until the equipment is delivered to District and accepted in accordance with the delivery acceptance provisions of this Addendum.
 - 3.2. Return shipment of the surplus devices to Contractor shall likewise be prepaid and insured by Contractor and shall be deemed FOB Contractor Facility. Risk of loss for the surplus devices shall transfer to Contractor at the moment the carrier receives the devices for transport following the exchange.
 - 3.3. Contractor shall provide all packaging materials, labels, and protective shipping supplies necessary to safely transport the surplus devices and shall provide District with shipment tracking information and reasonable chain-of-custody documentation upon request.
4. **Governing Law.** The Agreement and the rights and obligations of the parties are governed

by the laws of the state of Tennessee, without regard to its conflict of laws principles.

5. **Selection of Jurisdiction, Waiver of Jury Trial, Venue, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, District is a sovereign entity subject only to those courts with jurisdiction over District. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Murfreesboro, Tennessee or the Federal court for the Middle District of Tennessee. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Murfreesboro, Tennessee or the Federal court for the Middle District of Tennessee. Service of process on District shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and District does not agree to any other service of process procedure.

6. **No Taxes.** As a tax-exempt entity, District shall not be responsible for sales or use taxes incurred for products or services. District shall supply Contractor with its Sales and Use Tax Exemption Certificate upon Contractor's request.

7. **Data Sanitization.** Contractor shall, at its sole cost and expense, sanitize all data storage media contained in the surplus devices in accordance with NIST Special Publication 800-88 (or an equivalent industry standard). Data sanitization shall occur promptly following Contractor's receipt of the surplus devices. Within ninety (90) days of Contractor's receipt of the surplus devices at Contractor's designated facility, Contractor shall provide District with a written Certificate of Data Destruction or Sanitization identifying the devices processed and certifying that all data has been permanently and irreversibly removed.

8. **FERPA Compliance.** Contractor acknowledges that the surplus devices received under this Agreement may contain education records or personally identifiable information from education records, as those terms are defined under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. Part 99. For purposes of performing data sanitization services under this Agreement, Contractor is hereby designated as a "school official" with a legitimate educational interest within the meaning of FERPA, solely to the extent necessary to access and sanitize the devices. Contractor shall not access, use, disclose, or retain any student data or education records for any purpose other than to perform the data destruction obligations described herein. Contractor shall implement appropriate administrative, technical, and physical safeguards to protect the confidentiality and security of any education records or student information prior to data sanitization and shall immediately report any unauthorized access, use, or disclosure to District. Contractor's designation as a school official under this Section shall apply only until data sanitization is complete. Upon completion of data destruction, Contractor shall no longer be deemed a school official under FERPA with respect to the devices.

9. **Environmental, Data, and Legal Compliance.** Contractor represents and warrants that all handling, processing, resale, recycling, and disposal of the surplus devices shall be performed in full compliance with all applicable federal, state, and local laws, regulations, and ordinances, including, without limitation, all environmental protection statutes, electronic waste and hazardous

materials regulations, data protection and information security laws, and any export, resale, or transfer restrictions applicable to used electronic equipment.

10. **Amendment.** This Addendum and the Agreement shall not be modified or altered other than by written agreement executed by both parties.

11. **Survival.** This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.

12. **No Presumption Against Drafter.** This Addendum shall not be construed for or against any party because that party or that party’s legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.

13. **Counterparts.** This Addendum may be executed in one or more counterparts by District and Contractor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.

14. **Effective Date.** This Addendum shall be effective immediately after the Agreement is effective.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the dates set forth below.

Contractor

Murfreesboro City Schools

Scott Overstreet

Bobby N. Duke III

Signature

Bobby N. Duke, III
Director of Schools

1/29/2026

29/01/2026

Date

Date

Scott Overstreet

Printed Name

CEO

Title

Approved as to form:

Lauren Bush

Lauren Bush, Assistant City Attorney

Agenda Item Title: Contract with Romach, Inc. for Mitchell-Neilson Elementary Vestibule Replacement

Board Meeting Date: March 24, 2026

Department: Operations

Presented by: Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

The District requests Board approval to enter into a contract with Romach, Inc. for the replacement and installation of the front vestibule doors at Mitchell-Neilson Elementary School. The agreement incorporates the contractor's March 9, 2026, proposal and includes demolition of existing doors, installation of new storefront systems with insulated and tempered glass, updated hardware, and associated work. Romach will provide all labor, materials, and supervision necessary to complete the project within 90 days of contract execution, with warranties on materials and workmanship as outlined in the agreement.

Staff Recommendation

Approve the contract with Romach, Inc. for the Mitchell-Neilson Elementary vestibule replacement project

Fiscal Impact

The total cost of the project is \$40,056.34. This project will be fully funded through the Tennessee Public School Security Grant.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success.

**AGREEMENT FOR
REPLACEMENT AND INSTALLATION OF
STOREFRONT DOOR SYSTEMS AT
MITCHELL-NEILSON ELEMENTARY SCHOOL**

This Agreement (“Agreement”) is entered into and effective as of _____ (the “Effective Date”) by and between **Murfreesboro City Schools**, a municipal school district of the State of Tennessee (the "District"), and **Romach Inc.**, a for-profit corporation of the State of Tennessee (“Contractor”).

This Agreement consists of the following documents:

- This document;
- Contractor’s Proposal, dated March 9, 2026 (“Contractor’s Proposal”);
- Contractor’s drawings and schematics for the Project, including storefront system layouts and dimensions, attached hereto or incorporated herein as Exhibit A; and,
- Any properly executed amendments to this Agreement.

In the event of conflicting provisions, all documents will be construed according to the following priorities:

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Lastly, Contractor’s Proposal, including Exhibit A.

1. Duties and Responsibilities of Contractor.

- a. Scope of Work. Contractor is engaged by the District to provide all equipment, materials, labor, and services necessary to furnish and install a storefront door and entrance system at Mitchell-Neilson Elementary School (the “Project”), as more particularly described in Contractor’s Proposal and as depicted in Exhibit A. The Work includes, but is not limited to, demolition and removal of existing storefront components, fabrication and installation of new storefront framing, doors, glazing, hardware, and related components, all in accordance with the dimensions, configurations, and specifications reflected in Exhibit A.
- b. Supervision and Superintendence of Work.
 1. Contractor will supervise and direct the work efficiently and with Contractor’s best skill and attention. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor will be responsible to see that the finished work complies accurately with the Contract documents.
 2. Contractor will keep on the work site at all times during work progress a competent resident superintendent. The superintendent will be Contractor’s representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

c. Labor, Materials, and Equipment.

1. Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, and all other incidentals necessary for the execution, testing, initial operation, and completion of the work.
2. Contractor will perform the Services using personnel with the requisite skill, experience, and qualifications to complete the tasks set forth in the Scope of Work efficiently and in a professional and skillful manner in accordance with generally accepted industry standards for similar services. The Contractor will at all times maintain good discipline and order at the site.
3. The Goods identified in the Scope of Work will be new, except as otherwise provided in the Contract documents. If required by the District, Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment.
4. The Goods identified in the Scope of Work shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract documents.

d. Warranty and Guarantee.

1. Contractor warrants that the Goods purchased by the District from Contractor pursuant to this Agreement will conform to the specifications set forth in the Scope of Work; that title to the Goods will pass to the District free of and clear of all liens, claims, security interests, or other encumbrances no later than the time of the District's payment for the Goods; and that the Goods do not infringe or misappropriate any third party's patent or other intellectual property rights.
2. With respect to any Goods manufactured by Contractor and sold to the District pursuant to this Agreement, Contractor warrants that such items will be free from any defects in workmanship, material, and design for sixty (60) months from the date of installation or the longest warranty period offered by Contractor to its customer for such items, whichever is longer. In addition, Contractor hereby assigns to the District the Contractor's right, title, benefit, and interest in and to any manufacturer warranty associated with any Goods purchased by the District from Contractor pursuant this Agreement, including the Contractor's right to receive the benefits of and to make claim under any such manufacturer warranty.
3. The Contractor warrants that the Services will be performed in accordance with generally accepted industry standards and warrants the installation of the Goods against defects in workmanship for twelve (12) months from the date of installation or the longest warranty period offered by Contractor to its customer for such work, whichever is longer.
4. The Contractor agrees that all warranties in the Contract documents shall survive acceptance of, delivery of, and payment for, the goods, whether any defects shall be latent or patent, and agrees to indemnify and hold the District harmless from any loss, damage, or other expense, including attorneys' fees, that the District may suffer as a result of the failure of the Goods or workmanship to be as warranted.

5. The warranties set forth in this section are cumulative and shall not exclude or affect the operation of any other warranty or guaranty provided by law or any greater warranty included in Contractor's Proposal.
 6. The Contractor agrees to correct any defect in the Goods or workmanship that may develop during the period of such warranties at no cost to the District and to the satisfaction of the District. Upon receipt of notice from District of noncompliance with any warranty set forth in this section or any other warranty provided by law or equity, Contractor shall, at its own cost and expense, within fifteen (15) days: (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to the Contractor and the delivery of repaired or replacement Goods to the District; and/or (ii) correct or re-perform the applicable installation work.
- e. Subcontractors.
1. Contractor will not employ any subcontractor to perform any of the work required under the Contract documents without first obtaining the written approval of the District's designated representative to employ the subcontractor.
 2. Contractor will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract documents shall create any contractual relationships between any subcontractor and the District or any obligation on the part of the District to pay or to see to the payment of any moneys due any subcontractor, except as may otherwise be required by law. The District may furnish to any subcontractor, to the extent practicable, evidence of amounts paid to Contractor on account of specific work done in accordance with the schedule of values.
 3. Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract documents for the benefit of the District.
 4. All work performed for Contractor by a subcontractor shall be pursuant to an appropriate written agreement between Contractor and the subcontractor.
- f. Use of Premises.
1. Contractor will confine Contractor's equipment, the storage of materials and equipment and the operations of Contractor's workers to areas permitted by law, ordinances, permits, or the requirements of the Contract documents, and shall not unreasonably encumber the premises with materials or equipment.
 2. Contractor will not load nor permit any part of the structure to be loaded with weights that will endanger the structure, nor will Contractor subject any part of the work to stresses or pressures that will endanger it.
- g. Safety and Protection.
1. Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor will take all

necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

- a. All employees on the work and other persons who may be affected thereby,
 - b. All the work and all materials or equipment to be incorporated there, whether in storage on or off the site, and
 - c. Other property at the site or adjacent property, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
 - d. Contractor will comply with all applicable laws, ordinances, rules, regulations and order of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. Contractor will notify the District of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in this Agreement caused directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by Contractor; except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the District or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor.
2. Contractor will designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the District.
- h. Emergencies. In emergencies affecting the safety of persons or the work or property at the site or adjacent property, Contractor, without special instruction or authorization from the District, is obligated to act, at Contractor's discretion, to prevent threatened damage, injury or loss.
 - i. Cleaning Up. Contractor will keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work, and at the completion of the work Contractor will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the District. Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract documents.
 - j. Access to the Work. Representatives of the District will at all times have access to the work. Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing by others.
 - k. Contractor's Continuing Obligation. Contractor's obligation to perform the work and complete the Project in accordance with the Contract documents shall be absolute. Neither any payment by the District to Contractor under the Contract documents, nor

any use or occupancy of the Project or any part by the District, nor any act of acceptance by the District nor any failure to do so, nor any correction of defective work by the District shall constitute acceptance of work not in accordance with the Contract documents.

2. **Term.** The term of this Agreement shall be ninety (90) days from the Effective Date. Contractor's services may be terminated in whole or in part:
 - a. Upon thirty (30) day prior notice, for the convenience of the District;
 - b. For the convenience of Contractor, provided that Contractor notifies the District in writing of its intent to terminate under this paragraph at least thirty (30) days prior to the effective date of the termination;
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within fifteen (15) days after receiving the notice;
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the District has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the District for damages sustained by virtue of any breach by Contractor;
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the District has the right to terminate the Agreement immediately upon written notice to Contractor.
3. **Price; Compensation; Method of Payment.**
 - a. Contractor shall be compensated upon delivery and acceptance of the goods and services specified in Contractor's Proposal at a total, fixed, and non-adjustable price of Forty Thousand Fifty-Six Dollars and Thirty-Four Cents (\$40,056.34). No additional compensation shall be due unless expressly authorized in a written amendment signed by both parties.
 - b. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The District agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. The final payment shall be made only after Contractor has completely performed its duties under this Contract and the work has been accepted by the District and all work has been approved by an inspector from the Maintenance Department, if applicable. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
4. **Insurance.** Contractor must maintain commercial general liability insurance for bodily injury and property damage, automobile liability insurance, and workers' compensation insurance as required by the State of Tennessee and as specified in Exhibit B hereto. Contractor must name the District as an additional insured Contractor

must notify the City within five days if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.

5. **Background Checks.** Contractor shall comply with Tenn. Code Ann. § 49-5-413, which requires facilitation of criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

6. **Indemnification.**

- a. Contractor must indemnify, defend, and hold harmless the District, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees (“Expenses”) arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the District will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

7. **Notices.**

Notice of assignment of any rights due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to Murfreesboro City Schools:

Murfreesboro City Schools
ATTN: Purchasing Agent
2552 South Church Street
Murfreesboro, TN 37127

If to Contractor:

Romach Inc.

8. **Maintenance of Records.** Contractor must maintain documentation for all charges against the District. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the District or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
9. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
10. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto

may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

11. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
12. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
13. **Non-Discrimination.** It is the policy of the District not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the District's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the District or in the employment practices of the District's Contractors. Accordingly, all proposers entering into contracts with the District may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
14. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the District.
15. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding

upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the District. Any such assignment or transfer does not release Contractor from its obligations hereunder.

16. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
17. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
18. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
19. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
20. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the District prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
21. **Iran Divestment Act of Tennessee.** Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.
22. **Non-Boycott of Israel.** Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
23. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the District and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of the Effective Date first listed above.

MURFREESBORO CITY SCHOOLS

ROMACH, INC.

By: _____
Bobby N. Duke, III
Director of Schools

By: _____
[NAME, Position]

Approved as to form:

Lauren Bush, Assistant City Attorney

Exhibit B
Insurance Requirements

Contractor must, as a material obligation to the Owner and a condition precedent to any payment otherwise due to Contractor, furnish and maintain, and cause its Subcontractors to furnish and maintain, insurance in accordance with the provisions of this Exhibit.

Contractor must secure and maintain without interruption, from the date of commencement of the Work until the later of the date of Final Completion, the date of final payment, or the date until which this Agreement requires any coverage to be maintained after final payment, policies of commercial general liability, commercial auto, umbrella/excess, workers' compensation and employer's liability insurance, providing the following coverages, limits and endorsements:

1. Commercial General Liability Insurance.

- 1.1 The CGL policy must be written on an occurrence basis, on ISO form CG 001 or its equivalent, providing coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), contractual liability, incidental professional liability, the hazards commonly referred to as XCU, and products and completed operations, with a combined single limit of liability of not less than \$1,000,000 for each occurrence applicable to the Work, and an annual aggregate limit of liability of not less than \$1,000,000 applicable solely to the Work, and meeting all other requirements of this Exhibit.
- 1.2 The general liability insurance may be accomplished with a combination of a general liability and an excess/umbrella liability policy.
- 1.3 Each general liability policy must be endorsed or written to:
 - a. Include the per project aggregate endorsement;
 - b. Name as additional insureds the following: the City of Murfreesboro and its elected officials, officers, employees, representatives and agents (collectively, the "Additional Insureds");
 - c. Stipulate that the insurance afforded by the policies furnished by Contractor will be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Additional Insureds, or their agents, officials or employees will be excess and not contributory to the liability insurance furnished by Contractor and by its Subcontractors;
 - d. Includes a severability of interest clause; and
 - e. Waive all rights of recovery against the Additional Insureds.

2. **Workers' Compensation Insurance.** Workers' Compensation policy must meet all Tennessee statutory requirements, including Employers' Liability Insurance with limits of at least \$ 1,000,000 per accident or disease per employee, both policies endorsed to waive subrogation against the Additional Insureds.

3. Auto Liability Insurance

- 3.1 Commercial auto liability must be carried with minimum combined single limit of \$1,000,000 per occurrence.
- 3.2 This policy must include a duty to defend and cover all owned, non-owned, leased, hired, assigned or borrowed vehicles.
- 3.3 This policy must be endorsed, by specific or blanket endorsement, to name the Additional Insureds as such, stipulate that any insurance carried by the Additional Insureds must be excess and not contributory, and to waive subrogation against the Additional Insureds.

4. Term of Coverage

- 4.1 The products and completed operations liability coverage required by this Agreement must extend for a period of not less than five years after the earlier of Final Payment for the Work, or the termination of the Agreement (the “Completed Operations Term”).
- 4.2 If at any time during the Completed Operations Term Contractor cannot obtain equivalent coverage by replacement or renewal, Contractor must acquire a tail policy prior to expiration of the existing policy that will extend coverage until the end of the Completed Operations Term.
- 4.3 Contractor will furnish certificates of insurance and other evidence that the Owner may reasonably require during the Completed Operations Term to establish compliance with the requirements of this paragraph.
- 4.4 All other policies of insurance must be maintained continuously in force from commencement of the Work until the date of Final Payment.

5. Subcontractor and Lower-Tier Entities Insurance Requirements

- 5.1 Contractor must require all of Contractor's Subcontractors and must require its Subcontractors to require their Lower Tier Entities, as a condition of working on the Project, and of receiving payment, to:
 - a. Purchase and maintain Commercial General Liability, Workers' Compensation and Employer's Liability, and Automotive insurance policies, with the same coverages, endorsements, terms of coverage and other provisions as are required of Contractor under by this Exhibit, **EXCEPT THAT** the combined coverage limits of the general liability insurance to be furnished by Lower Tier Entities must be \$ 1,000,000 per occurrence, and \$ 1,000,000 as the annual aggregate limit; and
 - b. Timely furnish to the Owner proper certificates, endorsements, copies of declarations pages, and other documents necessary to establish the Subcontractor's compliance with this Exhibit.
 - c. The Lower Tier Entities' general liability policy must also be endorsed to provide the policy must be primary insurance, the general liability insurance furnished by Contractor must be the secondary and non-contributory, and

any insurance carried by the Additional Insureds must be excess, tertiary and non-contributory to the insurance furnished by Contractor and Subcontractor.

- d. The Owner has the right to inspect and copy all such certificates, endorsements, or other proof at any reasonable time.

6. **Other Policy Provisions.** Each policy to be furnished by Contractor and each Subcontractor must:

- 6.1 Be issued by an insurance carrier having a rating from A.M. Best Company of at least A-VII or better;
- 6.2 Provide that attorney's fees are outside of the policy's limits and be unlimited;
- 6.3 Include the Project per aggregate endorsement;
- 6.4 Waive all rights of subrogation against the Owner;
- 6.5 Provide a Certificate that contains a provision that coverages afforded under the policies will not be canceled, allowed to expire, or reduced in amount until at least thirty (30) days' prior written Notice has been given to the Owner; and
- 6.6 Be otherwise satisfactory to the Owner. The Owner agrees to consider alternatives to the requirements imposed by this Exhibit but only to the extent that the Owner is satisfied the insurance is not commercially available to the insured. In such event, the Owner has the right to set conditions for such waiver, including, but not limited to, additional indemnities, and the request that the Owner be a loss-payee under the policy.

7. **Certificates and Endorsements**

- 7.1 Within ten (10) days after the execution of this Agreement, Contractor must provide the Owner with certificates and endorsements;
- 7.2 Upon the Owner request, Contractor must provide the Owner with certificates and endorsements from each of its Subcontractors, in all cases evidencing compliance by Contractor, each Subcontractor, and Lower Tier Entities with the requirements of this Exhibit together with letters from the respective carriers (including, but not limited to, the Errors and Omissions insurance carriers) that there are no known or pending claims or incidents which have resulted in the establishment of a reserve or otherwise have reduced the amount of coverage potentially available to the Owner under the policy and that available coverage has not been reduced because of revised limits or payments made (or, in the event such representations cannot be given, Contractor, its Subcontractors, and its Lower Tier Entities must furnish the particulars thereof to the Owner.
- 7.3 If any of the foregoing insurance coverages are required to remain in force after Final Completion, Contractor must submit an additional certificate evidencing continuation of such coverage with its application for final payment.

8. **Reduction in Coverage.** Contractor must promptly inform the Owner of any reduction of coverage resulting from revised limits, claims paid, or both and must require its

Subcontractors and Lower Tier Entities to promptly inform Contractor of same. The Owner has the right to require Contractor or the applicable Subcontractor to obtain supplemental or replacement coverage to offset such reduced coverage, at the sole cost or expense of Contractor or the applicable Subcontractor.

9. Suppliers and Materialmen Coverages

- 9.1 Contractor will endeavor to cause all suppliers and materialmen to deliver any equipment, machinery or other goods FOB Site.
- 9.2 With respect to any equipment, machinery or other goods for which the Owner or Contractor has paid a deposit, Contractor will cause the respective suppliers and materialmen to maintain personal property insurance in an amount equal to the value of such equipment, machinery or other goods (but in no event less than the amount of the applicable deposit) during fabrication, storage and transit, naming the Owner and Contractor as loss payee as their interests appear.

10. Condition Precedent to Starting Work

- 10.1 Prior to, and as a condition of its right to begin performing any Work on the Site, Contractor and each Subcontractor and Lower Tier Entities must deliver to the Owner certificates of insurance representing that the required insurance is in force, together with the additional insured endorsements and waivers of subrogation required above, and such other proof satisfactory to the Owner that the required insurance is in place. Contractor and each Subcontractor and Lower Tier Entities hereby authorize the Owner to communicate directly with the respective insurance agents, brokers and/or carriers and sureties to verify their insurance coverage;
- 10.2 The Owner is under no obligation or duty to make any such inquiry and the Owner is entitled to rely on any proofs of insurance tendered by Contractor or its Subcontractors and Lower Tier Entities. The Owner's acceptance of any proof of insurance will not be deemed a waiver of the obligations of Contractor and Subcontractors and Lower Tier Entities to furnish the insurance required by this Exhibit.

11. Additional Proofs of Insurance. Contractor must, within 10 days after request, provide the Owner with certified copies of all policies and endorsements obtained in compliance with this Agreement.

12. Indemnity. The fact that Contractor and its Subcontractors are required by this Agreement to purchase and maintain insurance in no way limits or restricts any other obligations or duties Contractor and its Subcontractors and Lower Tier Entities may have to indemnify, defend or hold harmless the Owner and the other Additional Insureds from and against any and all demands, liabilities, losses or expenses of whatever kind or nature.

13. Interpretation. In the event of any inconsistency between the provisions of this Exhibit and those of the other provisions of the Agreement, the terms of this Exhibit will govern.



**Quote Mitchell Neilson-Elementary Storefront Doors
Replacement: 711 W Clark Blvd. Murfreesboro, TN 37129
Date: 3-9-26**

Price for Removing and Replacing Storefront Doors = \$40,056.34

Scope of Work:

Our Scope of work includes the following:

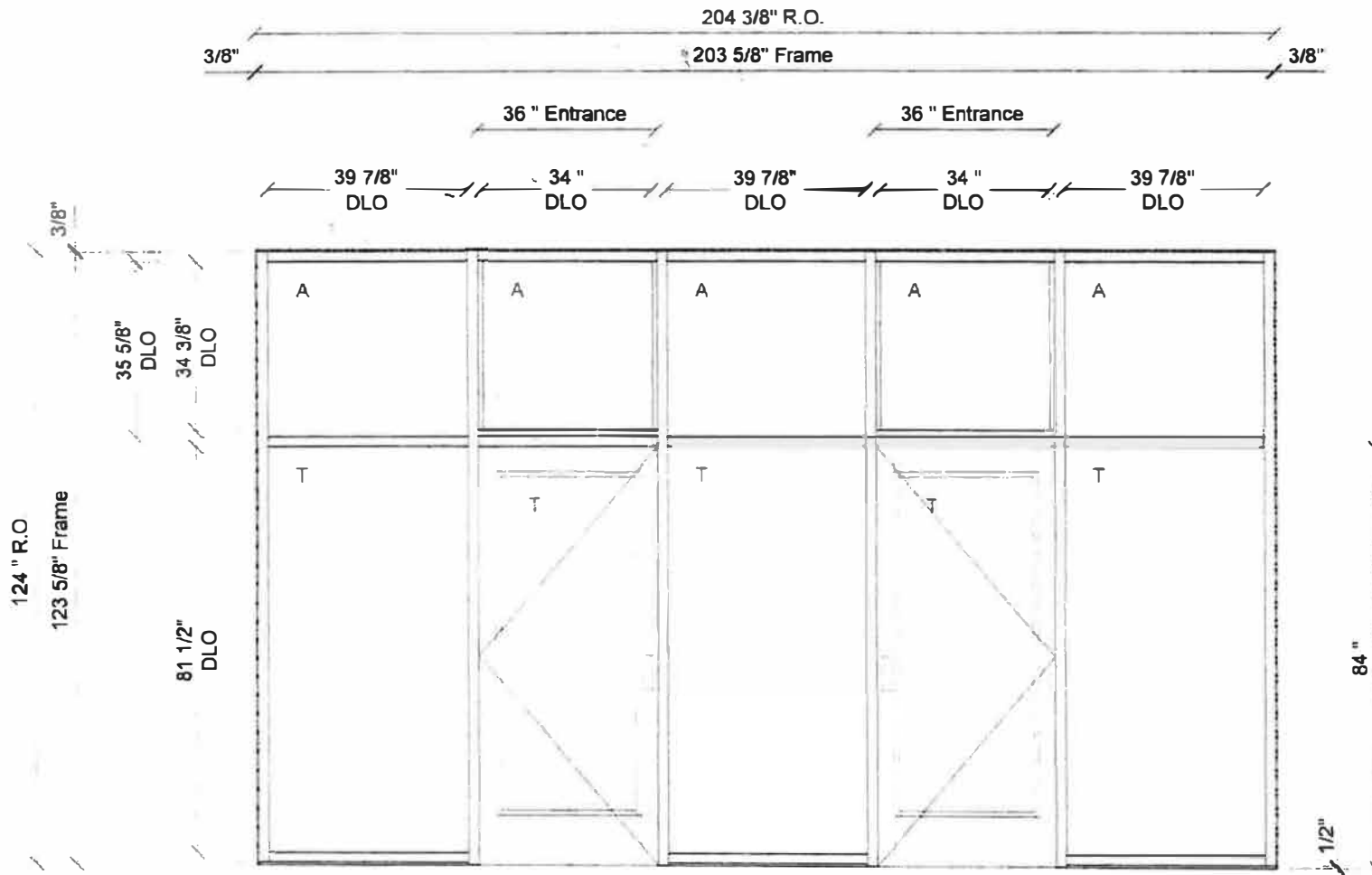
- Demolition of existing Storefront Doors
- Caulking Interior & Exterior
- Include series T14000 2"x4 1/2" center set at exterior
- Include series 4500 center set 1 3/4"x4 1/2" by Tubelite per drawing
- Storefront doors to be medium stile with offset pivots, rim panics, standard pulls, & OH Surface closers
- Include door bottom sweep exterior door only
- Include electric strike at one exterior and one interior door only and threshold
- Finish of exposed aluminum to be standard class I dark bronze anodized
- Include 1" insulating Cardinal 270 #2 glass (tempered where required by codes) at exterior storefront and aluminum doors
- Include 1/4" clear tempered glass at interior storefront and aluminum doors
- Include clean up after installation

Exclusions:

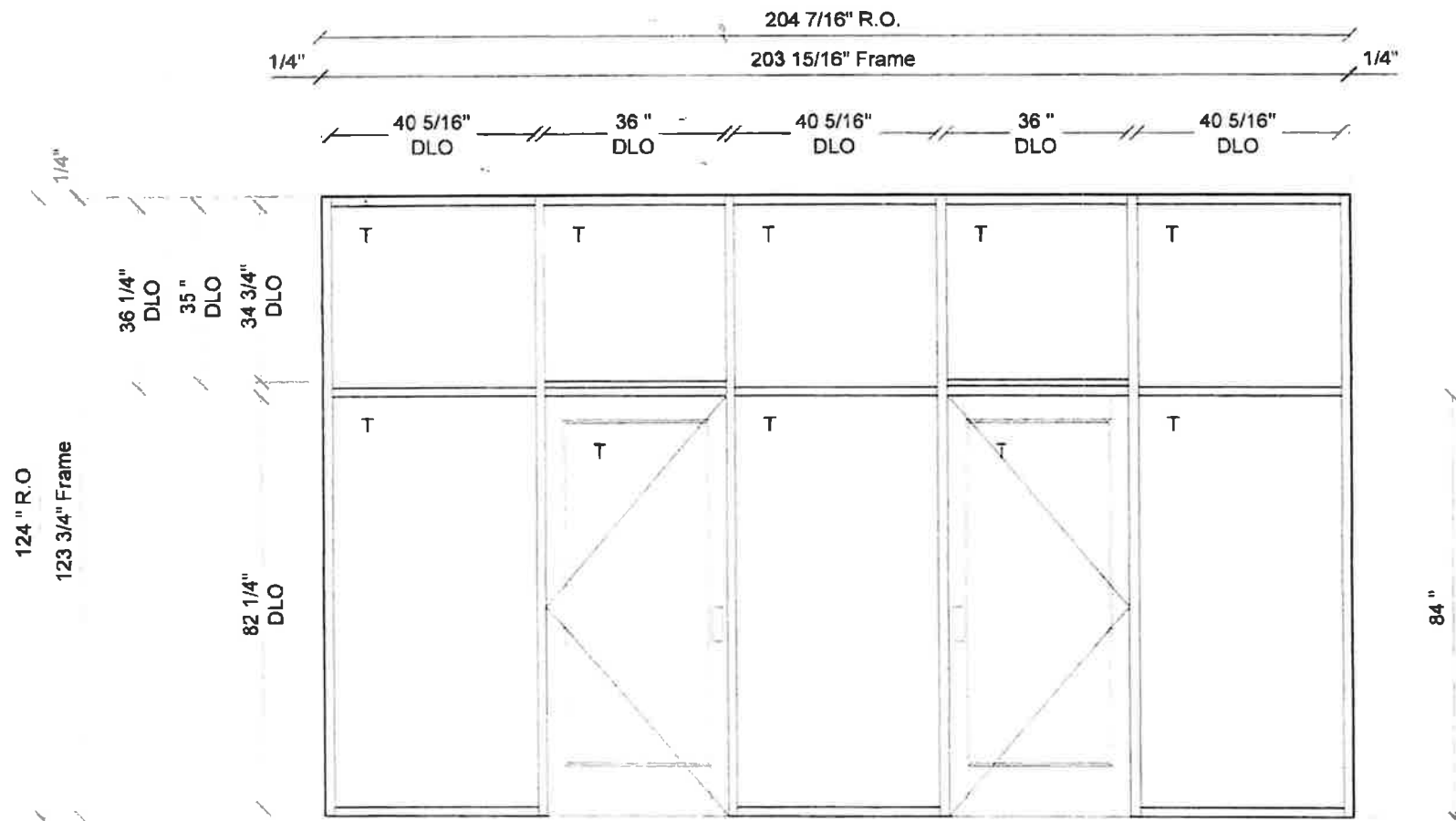
- Any type of permitting
- No other glass or mirror is included
- Performing work after normal work hours or weekends

Romach is proposing to provide all tools, labor, equipment, and supervision necessary to perform the scope of work previously described within this proposal. Price is good for 30 days due to possible material cost increase.

Exhibit A



Mitchell-Neilson Elementary - Exterior (1 Thus)
 Frame: T14000 : Storefront : 2 x 4-1/2 : Flush Glaze : New Screw Spine : T14259 subsill



Mitchell-Neilson Elementary - Interior (1 Thus)
 Frame: 4500 Series : Storefront : 1/4 in. glass : 1-3/4 x 4-1/2 : Std Horz. : For Exterior Use with E14059 Subsil.

Agenda Item Title: Erate Category 1 State Master Contract

Board Meeting Date: March 24, 2026

Department: Technology

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

In accordance with E-Rate requirements, a mini-bid was completed for broadband internet service for the district. The TN Education Broadband Consortium (TEBC) requires the State Master Contract (SMC) order form to be completed following the awarding of a mini-bid contract. The SMC in your packet requires your approval prior to the filing of Form 471 to request funding from Universal Service Administrative Company (USAC) Schools and Libraries Division.

Staff Recommendation

Approval of the state master contract with UDT for broadband internet service for the district.

Fiscal Impact

Erate provides 90% funding for Category 1. The balance will be paid for as budgeted through GP Funds.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Category 1 Broadband
E-Rate Funding Year 2026

[ATTACHMENT D] Evaluation Matrix

Applicant Name: Murfreesboro City Schools

Mini-Bid Due Date: 3/5/2026 11:30am

Form 470# 260003279

Project or Service Description Cat 1 Broadband services

Directions: Each factor is worth the same number of points as the weighting percentage. Vendors are rated on how well they meet each factor. The entries for all factors are then totaled for each vendor. The winning bidder is the one with the highest number of total points. The cost of E-Rate eligible goods and services must be weighted most heavily.

		Vendor Name							
		Zayo	UDT	United Communications	Comcast				
Cost of E-Rate eligible product/service		\$ 1,502,400.00	\$ 801,600.00	\$ 326,400.00	\$ 723,120.00				
Cost of E-Rate ineligible product/service									
Total Cost of Service to District*		\$ 1,502,400.00	\$ 801,600.00	\$ 326,400.00	\$ 723,120.00	\$ -	\$ -	\$ -	\$ -
No.	Factor	% of total price points	22%	41%	100%	45%	0%	0%	0%
1	Cost of eligible goods and services (<u>must</u> have the most available points)	40	8.690	16.287	40.000	18.055	0.000	0.000	0.000
2	Prior experience working with vendor representatives	25	15	10	0	0			
3	Vendor experience with delivery of K12 Broadband services	25	25	25	0	25			
4	Completeness of response	10	10	10	10	10			
Total Points		100	58.69	61.29	50.00	53.06	0.00	0.00	0.00

*DO NOT USE the "Total Cost to District" when evaluating "COST" unless all costs are E-Rate eligible. Only consider E-Rate Eligible Cost when scoring cost.

EVALUATION NOTES

Vendor Selected:	UDT
Approved By:	
Print Name:	April Zavisia
Title:	Director of Technology
Date:	3/5/2026

Mini-Bid Review Committee:

- | | |
|----------------------|-----------------------------------|
| Name: April Zavisia | Agency: Murfreesboro City Schools |
| Name: Ryan Womack | Agency: Murfreesboro City Schools |
| Name: Brian Cathcart | Agency: Murfreesboro City Schools |

**Tennessee Educational Broadband Consortium
Multiple Schedule/State Master Contract
Order Form**

This agreement (“Agreement”) is entered into between **Murfreesboro City Schools** (“Customer”) and **United Data Technologies, Inc** (“Service Provider”), for **E-Rate Category 1 purchases**. For good and valuable consideration, including the mutual promises contained herein, Customer orders from the Service Provider the services identified below and/or in Attachment A to this Agreement (“Service”). Customer and Service Provider agree that the Service shall be provided pursuant to the rates, charges, terms and conditions set forth in **TEBC Contract #89466**.

Service Ordered by Customer:

IDENTIFY REQUESTED SERVICE(S) HEREIN AND/OR IN ATTACHMENT A

The selected Service period is **Category 1 July 1, 2026 through June 30, 2027 with (4) 12-month optional extensions. End date if all extensions are exercised is June 30, 2031**. Unless otherwise agreed upon in writing, the Service period shall commence upon Service installation.

Requested Service Commencement Date(s): July 1, 2026

If this Agreement is cancelled or terminated prior to Service Installation, cancellation charges will apply as set forth in the Master Contract (if applicable).

Customer may seek Universal Service Fund funding pursuant to the rules and regulations associated with the E-Rate program.

Customer further warrants and represents that Customer is authorized to enter into this Agreement and to order Service pursuant to the Master Contract. There are no other terms and conditions allowed pursuant to this agreement other than those present in the underlying State Master Contract. Customer further warrants and represents that this Agreement complies with all applicable procurement laws and/or requirements.

This Agreement is effective when executed by Customer. Submission of a quote at the request of the customer constitutes the Service Provider’s intent to proceed upon acceptance of the Customer. This agreement is subject to and controlled by the provisions of the State Master Contract, including any amendments as may be made from time to time.

Customer Name: Murfreesboro City Schools

Print Name: Bobby N. Duke III

By:

Title: Director of Schools

Date: _____

Accepted by United Data Technologies, Inc.

Print Name: **Rex Miller**

By: *Rex Miller*
Rex Miller (Mar 9, 2026 13:20:30 CDT)

Title: **VP Financial Services**

Date: **03/09/2026**

Agenda Item Title: Erate Category 2 State Master Contract

Board Meeting Date: March 24, 2026

Department: Technology

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

In accordance with E-Rate requirements, a mini-bid was completed for wireless access points for all school sites. The TN Education Broadband Consortium (TEBC) requires the State Master Contract (SMC) order form to be completed following the awarding of a mini-bid contract. The SMC in your packet requires your approval prior to the filing of Form 471 to request funding from Universal Service Administrative Company (USAC) Schools and Libraries Division.

Staff Recommendation

Approval of the state master contracts with CDW Government for wireless access points for the district.

Fiscal Impact

Erate provides 85% funding for Category 2. The balance will be paid for as budgeted through GP Funds.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Category 2 Internal Connections
E-Rate Funding Year 2026

[ATTACHMENT D] Evaluation Matrix

Applicant Name: Murfreesboro City School District

Mini-Bid Due Date: 3/17/2026 11:30am

Form 470# 260003786

Project or Service Description Category 2 Internal Connections - WAPs

Directions: Each factor is worth the same number of points as the weighting percentage. Vendors are rated on how well they meet each factor. The entries for all factors are then totaled for each vendor. The winning bidder is the one with the highest number of total points. The cost of E-Rate eligible goods and services must be weighted most heavily.

		Vendor Name	CDWG	Central Technologies	Personal Computer Systems, Inc					
		<i>Manufacturer Proposed</i>	<i>Cisco Meraki</i>	<i>Aruba</i>	<i>Extreme</i>					
		<i>Cost of E-Rate eligible product/service</i>	\$ 840,000.00	\$ 339,000.00	\$ 458,400.00					
		<i>Cost of E-Rate ineligible product/service</i>								
		<i>Total Cost of Service to District*</i>	\$ 840,000.00	\$ 339,000.00	\$ 458,400.00	\$ -	\$ -	\$ -	\$ -	\$ -
No.	Factor	% of total price points	40%	100%	74%	0%	0%	0%	0%	0%
1	Cost of eligible goods and services (must have the most available points)	50	20.179	50.000	36.976	0.000	0.000	0.000	0.000	0.000
2	Preferred Manufacturer**	30	30	0	0					
3	Interoperability of proposed solution with existing infrastructure	15	15	10	10					
4	Vendor quote meets minimum specifications	5	5	5	5					
Total Points		100	70.18	65.00	51.98	0.00	0.00	0.00	0.00	0.00

*DO NOT USE the "Total Cost to District" when evaluating "COST" unless all costs are E-Rate eligible. Only consider E-Rate Eligible Cost when scoring cost.

** Per USAC Schools and Libraries News Brief dated December 3, 2010: "Applicants can have a bid evaluation criterion for preferred make and model or for adherence to local IT standards in their bid evaluation matrix."

EVALUATION NOTES

Vendor Selected:	CDWG
Approved By:	
Print Name:	April Zavisia
Title:	Director of Technology
Date:	3/17/2026

Mini-Bid Review Committee:

- Name: April Zavisia Agency: Murfreesboro City Schools
- Name: Brian Cathcart Agency: Murfreesboro City Schools
- Name: Brett Hitchcock Agency: Murfreesboro City Schools

**Tennessee Educational Broadband Consortium
Multiple Schedule/State Master Contract
Order Form**

This agreement (“Agreement”) is entered into between **Murfreesboro City Schools** (“Customer”) and **CDW Government, LLC** (“Service Provider”), for **E-Rate Category 2 purchases**. For good and valuable consideration, including the mutual promises contained herein, Customer orders from the Service Provider the services identified below and/or in Attachment A to this Agreement (“Service”). Customer and Service Provider agree that the Service shall be provided pursuant to the rates, charges, terms and conditions set forth in **TEBC Contract #89714**.

Service Ordered by Customer:

IDENTIFY REQUESTED SERVICE(S) HEREIN AND/OR IN ATTACHMENT A

The selected Service period is **Category 1 July 1, 2026 through June 30, 2027**. Unless otherwise agreed upon in writing, the Service period shall commence upon Service installation.

Requested Service Commencement Date(s): July 1, 2026

If this Agreement is cancelled or terminated prior to Service Installation, cancellation charges will apply as set forth in the Master Contract (if applicable).

Customer may seek Universal Service Fund funding pursuant to the rules and regulations associated with the E-Rate program.

Customer further warrants and represents that Customer is authorized to enter into this Agreement and to order Service pursuant to the Master Contract. There are no other terms and conditions allowed pursuant to this agreement other than those present in the underlying State Master Contract. Customer further warrants and represents that this Agreement complies with all applicable procurement laws and/or requirements.

This Agreement is effective when executed by Customer. Submission of a quote at the request of the customer constitutes the Service Provider’s intent to proceed upon acceptance of the Customer. This agreement is subject to and controlled by the provisions of the State Master Contract, including any amendments as may be made from time to time.

Customer Name: Murfreesboro City Schools

Accepted by CDW Government LLC.

Print Name: Bobby N. Duke III

Print Name: _____

By:

By: _____

Title: Director of Schools

Title: _____

Date: _____

Date: _____

Agenda Item Title: Discovery School Grading Structure 2026-2027

Board Meeting Date: March 24, 2026

Department: Director's Office

Presented by: Dr. Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

Discovery School conducted its annual intent-to-return process for current fifth-grade students to determine interest in continuing to sixth grade for the 2026–2027 school year. Six students indicated they planned to return. Due to this being the second year of unusually low numbers for 6th grade, and in alignment with the district's goal of ensuring an optimal and enriching middle grade experience, the district recommends that Discovery School phase out the 6th grade class beginning next year.

Families of these six students may apply for a zone waiver to attend any MCS school with a 6th grade should they choose to remain within the district. To continue expanding opportunities and access for families, the district further recommends adding an additional 4th grade class at Discovery School, as there is currently a waitlist of qualifying students. In future years, we are recommending the addition of a fourth 3rd and 5th grade class as well to the building. The table below outlines the proposed plan.

2026-2027	2027-2028
Three 3 rd grade classrooms	Four 3 rd grade classrooms
Four 4 th grade classrooms	Four 4 th grade classrooms
Three 5 th grade classrooms	Four 5 th grade classrooms

Staff Recommendation

Approve the proposed grade placement for Discovery School as presented.

Fiscal Impact

No direct fiscal impact associated with the transitions. However, the 6th grade transitions will allow for more traditional pupil to teacher ratios and additional seats for students at Discovery School.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success.

Agenda Item Title: FY26 Nutrition Interfund Amendment

Board Meeting Date: March 24, 2026

Department: Finance

Presented by: Trey Duke, Director

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

This amendment recognizes interfund transfers of \$508,500. The funds will be used to increase lines for personnel, insurance, communications, dues & memberships, supplies, and food supplies. The savings will be found within lines for contracted services, uniforms, staff development, equipment and motor vehicles and will align the expenditures needed for each category to finish out the school year.

Staff Recommendation

Approve the FY26 interfund budget amendment to recognize the transfer of funds within the respective categories to better align with the expenditures needed for each category.

Fiscal Impact

This interfund transfer of \$508,500 will align with the necessary needs for the Nutrition department, and it will not affect fund balance.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success.

Murfreesboro City Schools

INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year FY2026 Central Cafeteria Fund 143

Account	Description	Increase	Decrease
143 E 73100 105	SUPERVISOR/DIRECTOR	1,000	-
143 E 73100 119	ACCOUNTANT/BOOKKEEPER	11,500	-
143 E 73100 165	CAFETERIA PERSONNEL	75,000	-
143 E 73100 206	LIFE INSURANCE	1,300	-
143 E 73100 207	MEDICAL INSURANCE	20,000	-
143 E 73100 307	COMMUNICATIONS	1,000	-
143 E 73100 320	DUES & MEMBERSHIPS	500	-
143 E 73100 336	MAINTENANCE/REPAIR EQUIPMENT	30,000	-
143 E 73100 399	OTHER CONTRACTED SERVICES	-	145,000
143 E 73100 422	FOOD SUPPLIES	358,200	-
143 E 73100 451	UNIFORMS	-	7,000
143 E 73100 499	OTHER SUPPLIES/MATERIALS	10,000	-
143 E 73100 524	IN-SERVICE/STAFF DEVELOPMENT	-	12,000
143 E 73100 710	FOOD SERVICE EQUIPMENT	-	304,500
143 E 73100 718	MOTOR VEHICLES	-	34,000
143 E 73100 719	OFFICE EQUIPMENT	-	6,000
Total		\$ 508,500	\$ 508,500

Explanation: To transfer \$508,500 in previously approved funds within the Nutrition account to align the necessary expenditures related to the program.

D. P. D. 3/18/26
 Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>	<u>Bobby W. Duke III</u>	<u>3/18/26</u>
Declined	<input type="checkbox"/>	Director of Schools	Date

Agenda Item Title: FY26 Federal Funds 21st Century Community Learning Grant Revision

Board Meeting Date: March 24, 2026

Department: Extended School Program

Presented by: Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

We are requesting a revision to the FY26 21st Century Community Learning Grant Funds.

The amendment will allow for additional instructional supplies, such as the Lego Education Science Classrooms bundles. The revision will also allow for the purchase of additional Chromebooks for specific sites. Savings are found in salary lines due to overbudgeting for PREP teachers, counselors, and teacher hours that are unallowable for the fall, spring, and summer breaks.

Staff Recommendation

Recommend approval of the FY26 Federal Funds 21st CCLC Revision

Fiscal Impact

There are no new revenues or major programmatic changes. The budget revision is reasonable, necessary, and allowable.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success


Murfreesboro City Schools


INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year FY25 Federal Funds 21st CCLC Revision 1
 BOE Meeting Date 24-Mar-26

Account	Description	Increase	Decrease
	21st CCLC		
142 E 73300 116	Teachers		60,000
142 E 73300 163	Educational Assistants		5,325
142 E 73300 206	Life Insurance		100
142 E 73300 429	Instructional Supplies & Materials	57,673	
142 E 73300 790	Technology	8,000	
142 E 99100 504	Indirect Cost		248
Total		\$ 65,673	\$ 65,673

Explanation: This amendment request will revise budget lines in the FY26 21st CCLC grant for additional instructional supplies such as the Lego Education Science Classroom bundles. The revision will allow for the purchase of 2 chromebooks for 7 sites and 1 chromebook for 1 site.
The decrease in salary lines is due to over budgeting for PREP teachers, counselors and to delete teacher hours that are unallowable for the fall, spring and summer breaks.
The budget revision is reasonable, necessary and allowable.

 3/19/26
 Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>	<u></u> Director of Schools	<u>3/19/26</u> Date
Declined	<input type="checkbox"/>		

Agenda Item Title: FY26 General Purpose Fund – Maintenance Insurance Recovery

Board Meeting Date: March 24, 2026

Department: Finance

Presented by: Trey Duke, Director

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

The Finance department is seeking approval to allocate new insurance recovery funds due to vehicle and equipment damage. The new funds will be used to replace equipment in the maintenance department in FY26.

Staff Recommendation

Approve the FY26 budget amendment to recognize the new funds to assist in purchasing equipment for the maintenance department.

Fiscal Impact

Recognize \$45,920 in new revenue and expenditures within the account. It will have no impact on fund balance.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success.

Murfreesboro City Schools Budget Amendment

General Purpose Schools Fund 141
Fiscal Year 2025-26


Account Description		BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>				
141 R 49700	Insurance Recovery	\$ 25,000	\$ 70,920	\$ 45,920
Total Increase in Revenues		\$ 25,000	\$ 70,920	\$ 45,920
<u>Expenditures</u>				
141 E 72620 717	Maintenance Equipment	\$ 60,000	\$ 105,920	\$ 45,920
Total Increase in Expenditures		\$ 60,000	\$ 105,920	\$ 45,920

CHANGE IN FUND BALANCE (CASH) -

MCS received additional insurance money for vehicles and equipment previously damaged. This will be used to update and replace new equipment within the maintenance department. It will not impact fund balance.


3/18/26

 Reviewed by Finance Director/Finance Manager Date

Approved <input checked="" type="checkbox"/> Declined <input type="checkbox"/>	 Director of Schools	2/18/26 Date
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Agenda Item Title: FY26 Federal Projects Amendment – IDEA Part B

Board Meeting Date: March 24, 2026

Department: Finance and Federal programs

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

Revise the estimated budget lines to reflect actual expenditures. This adjustment is necessary due to the mid-year hiring of an additional teacher and two educational assistants to address an increase in student and school needs. The amendment includes the additional salaries along with their associated benefits

Staff Recommendation

Approve the FY26 IDEA Part B budget amendment from estimated expenditure to actual expenditures.

Fiscal Impact

This will align the expenditures for FY26 budget. There is no fiscal impact.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Murfreesboro City Schools

INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year FY26 IDEA Part B Revision 4
 BOE Meeting Date 24-Mar-26

Account	Description	Increase	Decrease
	IDEA Part B		
142 E 71200 116	Teachers	50,000	
142 E 71200 163	Educational Assistants	12,000	
142 E 71200 201	Social Security	3,955	
142 E 71200 204	Retirement	21,000	
142 E 71200 207	Medical Insurance	36,000	
142 E 71200 429	Instructional Supplies and Materials		19,600
142 E 71200 499	Other Supplies and Materials		1,795
142 E 72220 124	Psychological Personnel		10,000
142 E 72220 206	Life Insurance		860
142 E 72220 312	Contracts with Private Agencies		66,700
142 E 72220 499	Other Supplies and Materials		2,700
142 E 72220 524	Staff Development		21,300
Total		\$ 122,955	\$ 122,955

Explanation: This amendment for FY26 IDEA Part B is to revise estimated budget lines to actual expenditures for mid-year hiring of one teacher and two education assistants, along with their associated benefits.
The budget amendment is reasonable, necessary and allowable

[Signature] 3/18/26
 Reviewed by Finance Director/Finance Manager Date

Approved Bobby W Duttell III 3/18/26
 Declined Director of Schools Date

YEAR-TO-DATE REVENUE COMPARISON

	BUDGET CLASS.	2024-25 BUDGET	2024-25 YTD REV.	2024-25 OVR/(UNDR) BUDGET	2024-25 % Received	2025-26 BUDGET	2025-26 YTD REV.	2025-26 OVR/(UNDR) BUDGET	2025-26 % Received
1	40110-Current Prop. Tax	15,000,000	6,956,245	(8,043,755)	46.4%	14,000,000	7,161,515	(6,838,485)	51.2%
2	40210-Local Option Sales Tax	16,700,000	7,565,760	(9,134,240)	45.3%	17,888,900	8,292,324	(9,596,576)	46.4%
3	40000-41110-Other County Rev	1,972,000	674,029	(1,297,971)	34.2%	2,032,500	912,435	(1,120,065)	44.9%
4	43300-44999-Other Local Revenue (Interest, Tuition)	1,621,796	1,015,778	(606,018)	62.6%	786,675	786,121	(554)	99.9%
	<i>SUBTOTAL LOCAL REVENUE</i>	\$ 35,293,796	\$ 16,211,812	\$ (19,081,984)		\$ 34,708,075	\$ 17,152,394	\$ (17,555,681)	
5	46310-Project Diabetes Grant	126,700	-	(126,700)	0.0%	-	-	-	N/A
6	46510-TISA	63,477,651	38,737,590	(24,740,061)	61.0%	65,887,040	40,285,175	(25,601,865)	61.1%
7	46513-TISA On-Behalf Payments	30,000	-	(30,000)	N/A	30,000	-	(30,000)	N/A
8	46515-Early Childhood Ed. (VPK Grant & SPED PK)	1,500,605	623,683	(876,922)	41.6%	1,326,895	472,344	(854,551)	35.6%
9	46590-Other State Education	1,851,909	-	(1,851,909)	0.0%	1,805,750	1,699,589	(106,161)	94.1%
10	46596-Paid Parental Leave	300,000	79,339	(220,661)	N/A	250,000	43,567	(206,433)	17.4%
11	46610-Career Ladder Program	51,000	28,972	(22,028)	56.8%	40,000	23,296	(16,704)	58.2%
12	46591-Coordinated School Health (ended FY23)	-	-	-	N/A	-	-	-	N/A
13	46595-Family Resource (ended FY23)	-	-	-	N/A	-	-	-	N/A
14	46800-46990-Safe Schools and Public School Security Grant	-	-	-	N/A	183,622	-	(183,622)	N/A
	<i>SUBTOTAL STATE REVENUES</i>	\$ 67,337,865	\$ 39,469,584	\$ (27,868,281)		\$ 69,523,307	\$ 42,523,970	\$ (26,999,337)	
15	47000- Federal Funds	396,348	136,766	(259,582)	34.5%	16,200	-	(16,200)	0.0%
	<i>SUBTOTAL FEDERAL REVENUES</i>	\$ 396,348	\$ 136,766	\$ (259,582)		\$ 16,200	\$ -	\$ (16,200)	
16	49100-49800 Insurance Recovery/Indirect Costs	195,000	-	(195,000)	0.0%	320,000	51,674	(268,326)	16.1%
17	49810-City of Murfreesboro Allocation	7,885,103	4,599,643	(3,285,460)	58.3%	7,885,103	4,599,643	(3,285,460)	58.3%
18	49820-City TN All Corp Grant	156,000	156,000	-	100.0%	-	-	-	N/A
	<i>SUBTOTAL OPERATING TRANSFERS</i>	\$ 8,236,103	\$ 4,755,643	\$ (3,480,460)		\$ 8,205,103	\$ 4,651,318	\$ (3,553,785)	
	<i>TOTAL REVENUES</i>	\$ 111,264,112	\$ 60,573,806	\$ (50,690,306)	54.4%	\$ 112,452,685	\$ 64,327,682	\$ (48,125,003)	57.2%

YEAR-TO-DATE EXPENDITURE COMPARISON

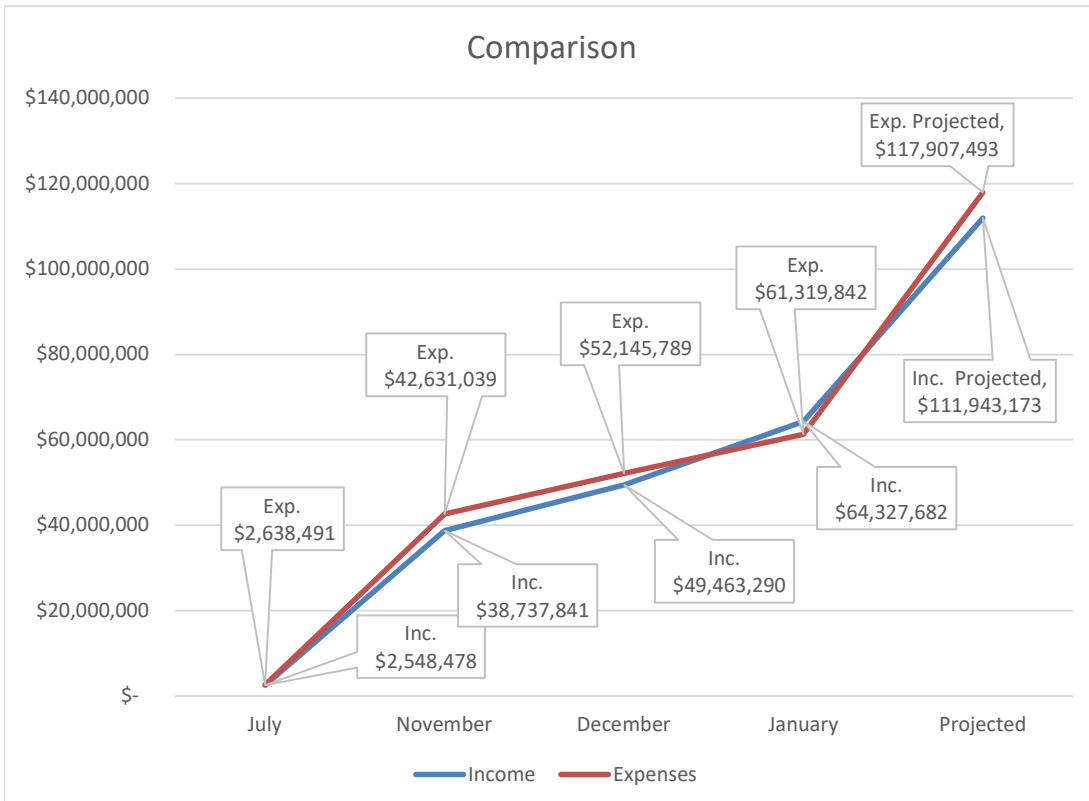
JANUARY 2026

PAGE 1

	2024-25 BUDGET	2024-25 YTD EXP.	2024-25 OVR/(UNDR) BUDGET	2024-25 %	2025-26 BUDGET	2025-26 YTD EXP.	2025-26 OVR/(UNDR) BUDGET	2025-26 %
1 71100-Reg. Instruction	61,154,757	29,502,134	(31,652,623)	48.2%	62,340,982	\$ 32,006,991	(30,333,991)	51.3%
2 71200-Sp. Ed. Instruction	13,930,329	6,622,836	(7,307,493)	47.5%	13,959,246	7,462,516	(6,496,730)	53.5%
3 71400-Student Body Ed.	-	-	-	N/A	-	-	-	N/A
4 72110-Attendance	188,725	100,289	(88,436)	53.1%	192,705	113,477	(79,228)	58.9%
5 72120-Health Services	1,252,495	634,375	(618,120)	50.6%	1,175,870	520,050	(655,820)	44.2%
6 72130-Guidance	4,188,625	2,074,891	(2,113,734)	49.5%	3,711,291	1,850,814	(1,860,477)	49.9%
7 72210-Reg. Instr. Support	2,774,798	1,503,558	(1,271,240)	54.2%	4,197,780	2,222,727	(1,975,053)	53.0%
8 72220-Sp. Ed. Support	2,209,555	1,104,202	(1,105,353)	50.0%	3,067,320	1,594,910	(1,472,410)	52.0%
9 72250-Technology	2,738,190	1,642,445	(1,095,745)	60.0%	2,826,855	1,427,044	(1,399,811)	50.5%
10 72310-Bd. Of Education	2,187,020	1,290,774	(896,246)	59.0%	2,167,885	1,397,723	(770,162)	64.5%
11 72320-Office of Supt.	471,438	250,952	(220,486)	53.2%	475,310	249,693	(225,617)	52.5%
12 72410-Office of Principal	6,151,248	3,238,953	(2,912,295)	52.7%	6,201,205	3,295,391	(2,905,814)	53.1%
13 72510-Fiscal Services	885,280	527,236	(358,044)	59.6%	972,675	550,010	(422,665)	56.5%
14 72520-Personnel Services	606,845	351,219	(255,626)	57.9%	663,990	388,561	(275,429)	58.5%
15 72610-Oper. Of Plant	6,372,847	3,141,761	(3,231,086)	49.3%	6,272,020	3,478,685	(2,793,335)	55.5%
16 72620-Maint. Of Plant	3,481,108	1,427,303	(2,053,805)	41.0%	3,363,837	1,486,413	(1,877,424)	44.2%
17 72710-Pupil Transp.	5,457,902	2,343,984	(3,113,918)	42.9%	4,784,870	2,214,110	(2,570,760)	46.3%
18 73300-Community Service	507,561	247,788	(259,773)	48.8%	468,005	242,579	(225,426)	51.8%
19 73400-Early Childhood Educ.	1,154,547	544,464	(610,083)	47.2%	1,173,395	585,163	(588,232)	49.9%
20 76100-Reg. Cap. Outlay	3,243,219	23,695	(3,219,524)	0.7%	202,365	124,129	(78,236)	61.3%
21 82130-Education Debt Serv.	-	-	-	N/A	-	-	-	N/A
22 82230-Education Debt Int	-	-	-	N/A	-	-	-	N/A
23 99100-Operating Transfers	217,601	108,857	(108,744)	50.0%	217,590	108,857	(108,733)	50.0%
TOTALS	119,174,090	56,681,716	\$ (62,492,374)	47.6%	118,435,196	61,319,842	\$ (57,115,354)	51.8%

**COMPARISON OF BUDGET TOTALS
July 1, 2025 Through January 31, 2026**

TOTAL INCOME	7/1/25 - 1/31/26	\$	64,327,682
TOTAL EXPENSES	7/1/25 - 1/31/26		61,319,842
			<hr/>
NET INCOME	1/31/26	\$	3,007,840
			<hr/> <hr/>



Agenda Item Title: Personnel Report

Board Meeting Date: March 24, 2026

Department: Human Resources

Presented by: Dr. Maria Johnson

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

The personnel report outlines all certified and classified new hires, resignations, retirements, and terminations occurring between February 4, 2026, and March 18, 2026.

Staff Recommendation

Approval of personnel report.

Fiscal Impact

Not applicable

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Human Resources Personnel Report 02/04/2026 - 03/18/2026

Certified Hires

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Start Date</u>
Lindy Stingley	ESE	IPK Teacher	2/9/2026
Rebecca Few	HG	5th Grade Teacher	2/18/2026

Certified Interims

<u>Interim Name</u>	<u>Dates</u>	<u>Position</u>	<u>Location</u>	<u>Teacher Name</u>
Kimberly Stewart	2/11 - 5/28	Interim ESL	CLA	Zena Mohsen
Diane Johnson	2/18 - 5/28	Interim 3rd Grade	OCE	Taylor Ball
Teri Leonard	3/2 - 5/28	Interin 4th Grade	BF	Kim Roberts
Michelle Lloyd	3/16-5/28	Interim Kindergarten	DS	Kelsie Harris
Judi Hinds	3/18 - 5/28	Interim 3rd Grade	OCE	Raven Fiquett

Classified New Hires

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Start Date</u>	<u>Notes</u>
Taya Jordan	JP	IPK EA	2/3/2026	
Christopher Wanger	CLA	SPED EA	2/9/2026	sub to FT
Kylie Linnell	ESE	SPED 1-1 EA	2/17/2026	
Kaylie Martin	CO	HR Assistant	3/2/2026	
Ayesha Shahid	MNS	SPED EA	3/2/2026	sub to FT
Stuart Schroer	CO	Technology	3/3/2026	
Maymouna Zabidi	RR	SPED EA	3/11/2026	sub to FT
Jatrina Curtis	OCE	EA	3/16/2026	PT to FT

Certified Resignations/Retirements/Terminations/ Etc.

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Last Day</u>	<u>Tenure Y/N</u>
Megan Stump	SA	Sp. Ed. Resource Teacher	2/10/2026	Y
Erica Castaing	BF	1st Grade Teacher	2/19/2026	N
Brandi Holt	HG	4th Grade Teacher	2/20/2026	N
Brandon Hamilton	SA	Sp. Ed. Resource Teacher	3/12/2026	N
Nicole Ratliff	RR	Sp. Ed. Resource Teacher	3/13/2026	N
Nathan Estus	SA	5th Grade Teacher	3/13/2026	N

Classified Resignations/Retirements/Terminations/Etc.

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Last Day</u>
Paul Conner	SHOP	Bus Asst	2/3/2026
Molly Royer	CO	Farmer Educator	2/27/2026
Isabella Sepulveda	CLA	SPED EA	3/4/2026
Ellie Cox	CO	HR Assisant	3/6/2026
Alberta Houston	SHOP	Bus Driver	3/6/2026
Melissa Laforce	NF	CDC EA	3/10/2026

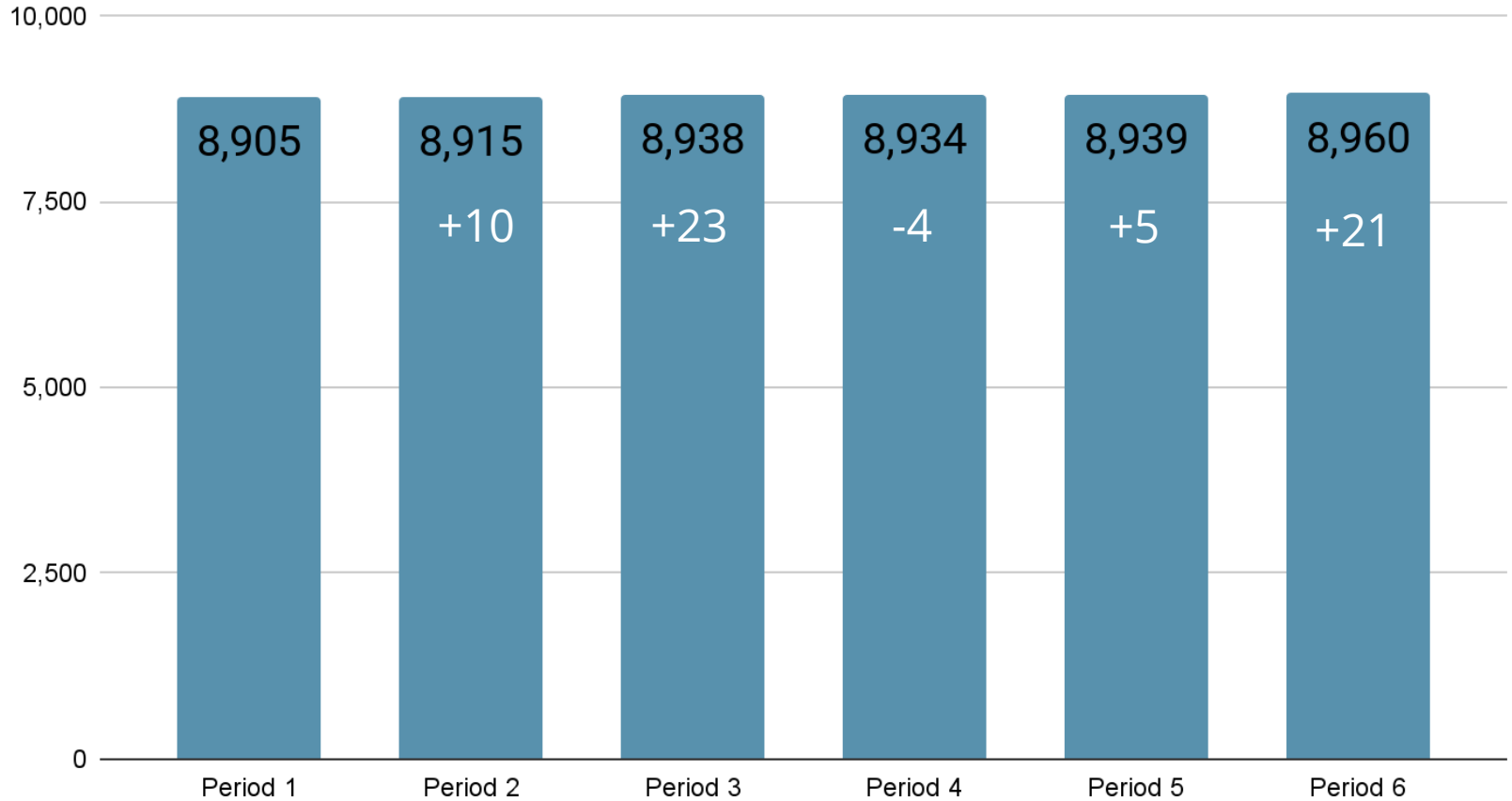
Period 6

February 4 - March 5, 2026

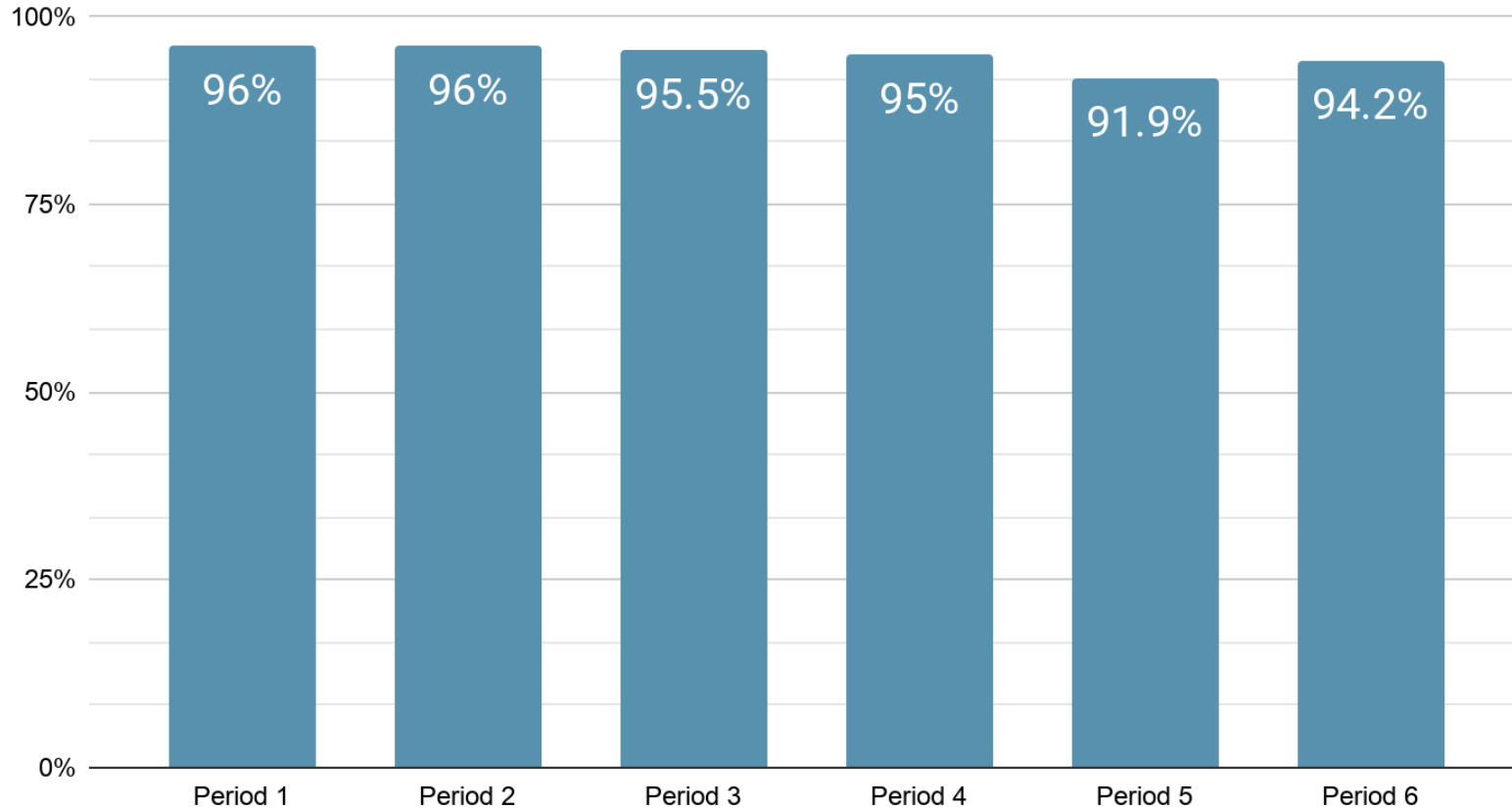
Enrollment Update



Total Enrollment for Pre-Kindergarten Through Grade 6

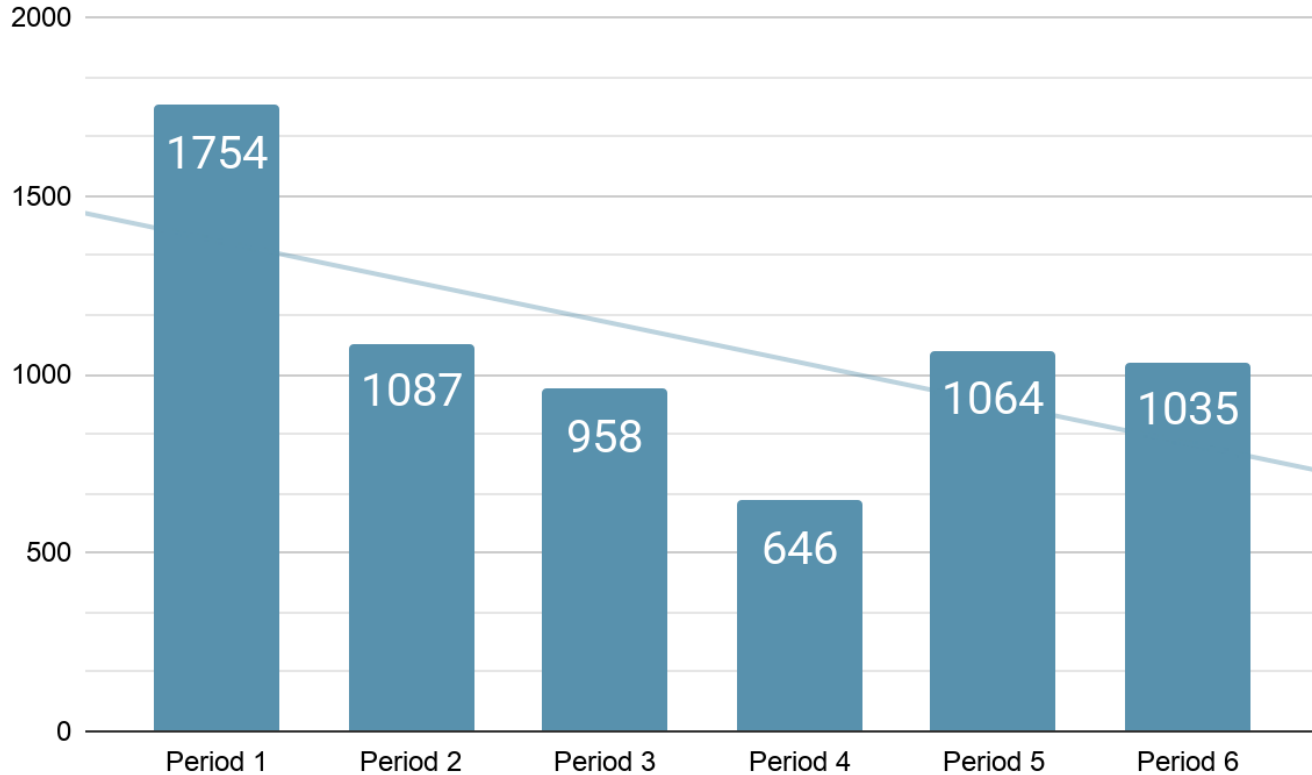


Rounded Average Daily Attendance



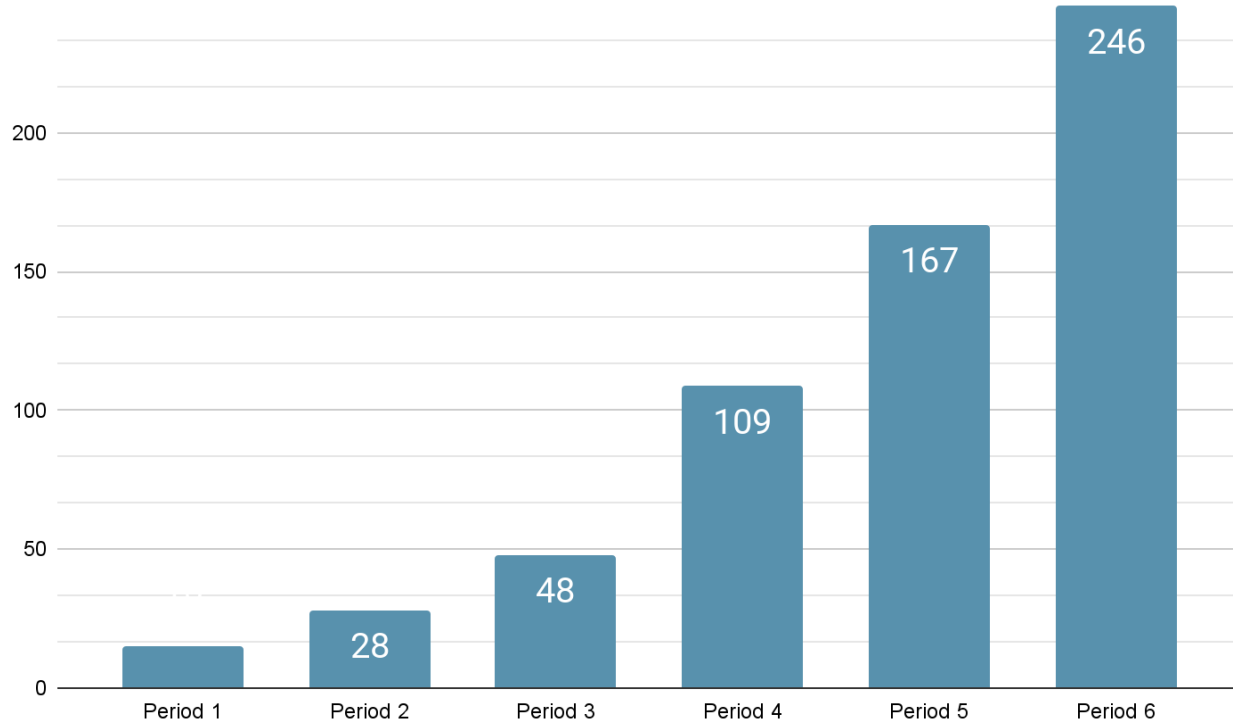
Chronic Absenteeism

Missing 10+ Days or +10% (Excused and Unexcused)



Truancy

10+ Days Unexcused Absences



Enrollment and Attendance Summary

Regular Education Pupil-Teacher Ratio (PTR)	Pupils	Teachers	PTR	PTR % Change from <u>Period 3</u>
Kindergarten through 3rd Grade	5,285	291	18.16	+0.02
4th Grade through 6th Grade	3,032	162	18.72	+0.05
District Totals	8,317	453	18.36	+0.02

2026-2027

Zone Waiver Update

- | | |
|-------------------------|--|
| March 3 & 12 | Voluntary Tours at Opened Zoned Schools.
Times TBD. |
| April 7 | Conduct lottery, if necessary. |
| April 10 | Notify all applicants via email |
| April 20 | Appeal Deadline |
| May 8 | Appeal Committee Hearing |

Questions



Enrollment Period 6 - 02/04/2026 - 03/05/2026

	K-6 Gen Ed Totals	PS VPK	PS SpEd	PS Peers	CDC	BEST	Deaf Ed	TOTALS	Gain/ Loss from Per 5
Black Fox	775	40			28			843	2
Bradley	343					9		352	3
Cason Lane	628	73	31	21	34			787	1
Discovery	376							376	0
Erma Siegel	837		11	9	25		1	883	2
Hobgood	611				17			628	2
John Pittard	733	40	20	12	22			827	10
Mitchell-Neilson	494	39	20	8		13		574	(2)
Northfield	567	40	10	6	33			656	1
Overall Creek	885				17			902	0
Reeves-Rogers	329				15			344	9
Salem	873				19			892	(6)
Scales	866				30			896	(1)
								8960	21

Totals	8317	232	92	56	240	22	1	8960
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K-6 PS PS PS
 Gen Ed VPK SpEd Peers
 Total

TISA Funded	8317				240	22	1	8580
Non-TISA Funded		232	92	56				380

Total Growth Over Period 9 24-25	
Period 9 2024-2025 -----	9265
Growth from 24-25 to 25-26 ---	-305

TISA Funded Growth Over Period 9 24-25	
Period 9 2024-2025 -----	8879
Growth from 24-25 to 25-26 ---	-299

TISA Funded Growth by Reporting Period	
Period 6 2024-2025 -----	8925
Growth from 24-25 to 25-26 ---	-345

Average Attendance Percentage	
94.2%	

Enrollment Period 6 - 02/04/2026 - 03/05/2026

	K-6 Gen Ed Totals	PS VPK	PS SpEd	PS Peers	CDC	BEST	Deaf Ed	TOTALS	Gain/ Loss from Per 5
Black Fox	775	40			28			843	2
Bradley	343					9		352	3
Cason Lane	628	73	31	21	34			787	1
Discovery	376							376	0
Erma Siegel	837		11	9	25		1	883	2
Hobgood	611				17			628	2
John Pittard	733	40	20	12	22			827	10
Mitchell-Neilson	494	39	20	8		13		574	(2)
Northfield	567	40	10	6	33			656	1
Overall Creek	885				17			902	0
Reeves-Rogers	329				15			344	9
Salem	873				19			892	(6)
Scales	866				30			896	(1)
								8960	21

Totals	8317	232	92	56	240	22	1	8960
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K-6 PS PS PS
 Gen Ed VPK SpEd Peers
 Total

TISA Funded	8317				240	22	1	8580
Non-TISA Funded		232	92	56				380

Total Growth Over Period 9 24-25	
Period 9 2024-2025 -----	9265
Growth from 24-25 to 25-26 ---	-305

TISA Funded Growth Over Period 9 24-25	
Period 9 2024-2025 -----	8879
Growth from 24-25 to 25-26 ---	-299

TISA Funded Growth by Reporting Period	
Period 6 2024-2025 -----	8925
Growth from 24-25 to 25-26 ---	-345

Average Attendance Percentage	
94.2%	

Enrollment Period 6 - 02/04/2026 - 03/05/2026

	K-6 Gen Ed Totals	PS VPK	PS SpEd	PS Peers	CDC	BEST	Deaf Ed	TOTALS	Gain/ Loss from Per 5
Black Fox	775	40			28			843	2
Bradley	343					9		352	3
Cason Lane	628	73	31	21	34			787	1
Discovery	376							376	0
Erma Siegel	837		11	9	25		1	883	2
Hobgood	611				17			628	2
John Pittard	733	40	20	12	22			827	10
Mitchell-Neilson	494	39	20	8		13		574	(2)
Northfield	567	40	10	6	33			656	1
Overall Creek	885				17			902	0
Reeves-Rogers	329				15			344	9
Salem	873				19			892	(6)
Scales	866				30			896	(1)
								8960	21

Totals	8317	232	92	56	240	22	1	8960
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K-6 PS PS PS
 Gen Ed VPK SpEd Peers
 Total

TISA Funded	8317				240	22	1	8580
Non-TISA Funded		232	92	56				380

Total Growth Over Period 9 24-25	
Period 9 2024-2025 -----	9265
Growth from 24-25 to 25-26 ---	-305

TISA Funded Growth Over Period 9 24-25	
Period 9 2024-2025 -----	8879
Growth from 24-25 to 25-26 ---	-299

TISA Funded Growth by Reporting Period	
Period 6 2024-2025 -----	8925
Growth from 24-25 to 25-26 ---	-345

Average Attendance Percentage	
94.2%	

Chronic Absenteeism = missing 10% or more (Excused and Unexcused)

	Period 1 (2+ days)		Period 2 (4+ days)		Period 3 (6+ days)		Period 4 (8+ days)		Period 5 (10+ days)		Period 6 (12+ days)		Period 7 (14 + days)		Period 8 (16+ days)		Period 9 (18+ days)	
	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25
Black Fox	148	161	106	132	93	87	61	108	106	124	107	121		101		97		86
Bradley	66	63	55	39	49	28	34	44	53	46	47	47		43		38		36
Cason Lane	131	146	87	134	83	84	58	96	81	120	86	106		99		99		87
Discovery	40	51	15	32	12	19	8	23	19	24	16	22		15		14		10
Erma Siegel	93	107	48	72	39	37	26	59	66	77	55	68		50		39		31
Hobgood	198	152	112	116	95	76	70	109	117	146	109	134		123		110		104
John Pittard	174	168	116	117	96	85	63	102	102	133	100	113		102		79		77
Mitchell-Neilson	123	167	102	140	96	109	59	120	86	135	98	128		117		106		98
Northfield	117	132	74	94	64	62	47	78	92	104	92	90		82		66		64
Overall Creek	145	153	81	111	77	82	50	89	73	85	74	91		79		71		63
Reeves-Rogers	110	105	76	84	69	73	48	73	63	95	67	83		80		75		70
Salem	149	162	90	120	80	79	40	94	80	106	68	106		99		83		80
Scales	199	187	125	163	105	101	82	117	126	140	116	145		124		117		106
District Total	1693	1754	1087	1354	958	922	646	1112	1064	1335	1035	1254	-	1114	-	994	-	912
Internal %	20%	19%	13%	14%	11%	13%	8%	12%	12%	13%	12%	12%	-	12%	-	11%	-	10%

Agenda Item Title: ESP Summer Programming Update

Board Meeting Date: March 24, 2026

Department: Extended School Program

Presented by: Cynthia Hopkins

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

Mrs. Hopkins will present an update on our ESP program specifically including summer registration timelines and operational timelines. She will discuss the current plan to close ESP the week of July 4th to allow for district ESP staff to receive their required trainings. This is in line with surrounding districts and was selected due to the low enrollment during this week. Families would not be charged for the week.

Staff Recommendation

For information only

Fiscal Impact

No impact on funding

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Closure of ESP Program for Professional Development – Week of July 4th

Overview

Beginning with Summer of 2026, MCS will be adjusting the summer calendar so that the ESP program is closed during the week of the Fourth of July. This will allow ESP staff to receive essential and required professional development opportunities for site directors for the 2026-2027 year. This week was selected as it already presents several operational, financial, and logistical challenges that significantly impact the program.

Per DHS requirements, Site Directors are required to receive at a minimum of 18 additional hours of PD. In addition to the trainings that outlined at the end of this memo that would occur during the July 4th week, our site directors are required to complete the following throughout the year either in between shifts or after hours:

- Specific Medical Trainings (determined by need)
- Monthly staff trainings (all Staff and Admin required by the state)
- Monthly Site Director Trainings
- Quarterly Enrichment Trainings and Support
- Quarterly Behavior Trainings (all Staff and Admin)
- Yearly District Trainings (all Staff and Admin)
- New Staff Orientation (new staff)
- Professionalism (new staff)
- New Hire Orientation with Director (new staff)
- TCCOTS Online Training (new staff)

Attendance Considerations

Historically, the week of the Fourth of July has the lowest attendance of the entire summer program. On average, attendance drops by approximately 20% compared to other weeks. Additionally, ESP is already closed two of the five days during that week for designated holidays, further reducing participation.

Financials for Families

Families will not be charged for this week. In addition, families will still have access to five flexible days (“flex days”) throughout the summer, ensuring they maintain opportunities for program participation despite the closure.

Financial Limitations

The week of the Fourth falls during a financial transition period when funding is limited. Due to these constraints, finance is unable to facilitate payments for field trips, supplies, and other program-related expenses during that week. These limitations significantly restrict the program’s ability to offer the level of activities and experiences typically expected by students and families.

Precedent from Other Districts

Other districts have historically closed programs during the week of the Fourth of July, as well as on other days throughout the year, to allow for professional development, logistical planning, and overall program effectiveness. This precedent demonstrates that dedicating time for staff training and operational preparation is a recognized best practice in the field, ensuring programs maintain compliance, quality, and safety while maximizing staff readiness.

ESP SITE DIRECTOR PROFESSIONAL DEVELOPMENT 3-Day Training Agenda

Day 1: Crisis Prevention & Intervention (CPI)

Total Time: 7 Hours

9:00 AM – 12:00 PM

CPI Training (Part 1)

12:00 PM – 1:00 PM

Lunch Break

1:00 PM – 5:00 PM

CPI Training (Part 2)

Focus Areas:

- **De-escalation strategies**
- **Behavior escalation cycles**
- **Crisis prevention techniques**
- **Safety and intervention protocols**

Day 2: CPR, First Aid & Legal Updates

Total Time: 7 Hours

9:00 AM – 12:00 PM

CPR Training

12:00 PM – 12:30 PM

Lunch Break

12:30 PM – 3:30 PM

First Aid Training

3:30 PM – 4:30 PM

Legal Updates with Lauren

Focus Areas:

- **CPR for adults, children, and infants**
 - **AED use and emergency response**
 - **First aid basics and incident response**
 - **HR, staffing, and behavior-related legal updates**
-

Day 3: Leadership, Nursing & Behavior Training

Total Time: 8 Hours

9:00 AM – 12:00 PM

Leadership Training

12:00 PM – 1:00 PM

Lunch Break

1:00 PM – 3:00 PM

Generalized Nursing Training

3:00 PM – 6:00 PM

Behavior Training

Focus Areas:

- **Leadership and team management**
- **Communication and conflict resolution**
- **Medication basics and health protocols**
- **De-escalation techniques**
- **Student accommodations**
- **Threat assessment strategies**

