

The Interlocal Purchasing System (TIPS)
A Department of Education Service Center, Region 8 - (a Texas governmental entity)
4845 US Highway 271 North, Pittsburg, Texas 75686

Limited Assignment of TIPS Construction Contract
This is a Tri-Party Assignment Agreement.

The intent of this form (the "Agreement" or the "Assignment") is to permit the named Assignee, an authorized contractor of the Assignor, to perform work under the The Interlocal Purchasing System (TIPS) contract(s) held by the Assignor and named herein. This contractual assignment of rights is not exclusive. It is agreed that the Assignor may assign contractual rights under the named contract to one or more Assignees at any time with the agreement of TIPS.

The Assignor, retains all contract rights to the named contract(s), but is temporarily assigning limited, non-exclusive rights under the referenced contract to the assignee for the purpose of performing and completing the construction or related project(s) as specifically granted by the Assignor, in writing, from time to time and as permitted under the assigned TIPS contract award(s).

TIPS reserves the immediate right of rescission of this assignment at will, for cause, no cause or for convenience, with written or electronic notice to the other two (2) parties at the addresses provided in the signature block herein.

This assignment may be terminated by the Assignor or the Assignee for cause, no cause or for convenience with ten (10) days written notice to the other two (2) parties. The assignee is not granted rights to assign their rights under the assignment to any party or for any purpose.

TIPS Contract name and number: Job Order Contracting (JOC) - 211001

Assignor (original TIPS contract holder): Stringer Construction Management LLC

Assignee (company assigned contract): Texas Chiller Systems

Assignment number: (provided by TIPS) 3132

Effective Date of Assignment(s): 7/20/22 - 4/30/23

The Assignor, non-exclusively and as limited herein, assigns the Assignor's contractual rights and obligations under the specified TIPS contract(s) to the named Assignee ("Assignee") for the limited time and purpose as described herein until Assignor's TIPS contract(s) expires by its terms or this assignment agreement is terminated as provided herein. The Assignee agrees to be bound by all terms and conditions of the named TIPS contract and must comply with all applicable federal, state and local law, regulations and rules. The Assignor's TIPS Agreement, the incorporated Request for Competitive Sealed Proposal and the Assignor's response to the TIPS Request for Competitive Sealed Proposal are hereby incorporated herein in full and are as binding upon the Assignee as they are upon the Assignor and if all named documents for Exhibit "A" are not attached or hyperlinked, they are incorporated herein by reference as if copied verbatim. By signing this Agreement, Assignor expressly authorizes TIPS to release all portions of Assignor's solicitation response(s) and TIPS Contract(s) to Assignee including all pricing and documentation deemed confidential by Assignor. It is the responsibility of each party to obtain and read

each document named in Exhibit "A" prior to signing. The signature of a party is express confirmation that the signing parties read, understand, and agree to the terms of the documents identified in Exhibit "A."

Any and every project performed under this assignment by the Assignee shall require and be approved by the Assignor and TIPS by execution of the TIPS form entitled "Specific Project Approval for TIPS Vendor Contract Assignment". TIPS shall enter the executed "Specific Project Approval for TIPS Vendor Contract Assignment" form in the Assignor's file at the TIPS offices as a record of the permitted transaction under this assignment. All "Specific Project Approval for TIPS Vendor Contract Assignment" forms executed by the parties under this assignment shall be incorporated into this assignment document by reference as if copied verbatim herein.

Assignee is hereby notified that failure to timely submit a response to the next upcoming published TIPS Solicitation which encompasses Assignees offered goods or services may result in issuance of Rescission Notice of this Assignment. Termination of this and any other Assignment to which Assignee is a party may be set forth promptly and imposed immediately at TIPS sole discretion. It is the duty of Assignee to contact TIPS upon execution of this Assignment to identify the next upcoming published TIPS Solicitation which encompasses Assignees offered goods or services to which they must timely submit a response.

Any project performed under this assignment by the Assignee for another party approved by TIPS and the Assignor by execution of the form entitled "Specific Project Approval for TIPS Vendor Contract Assignment" to this assignment, and entered into by the Assignee with another party to provide goods or services under the assigned contract, shall survive the termination of this assignment or the termination of the Assignor's original contract with TIPS until completion of the contracted project.

Payment of TIPS Administration Fees, as provided for in the documents named in Exhibit "A," shall be the responsibility of the Assignee. The TIPS Administration Fee is set forth in Exhibit "A" and is up to 2% of the total price of any sale under the assigned TIPS contract(s). The Assignee shall pay the designated TIPS Administration Fee which is up to 2% of the total price of any sale under the assigned TIPS contract(s).

Payment and Performance or other bonding requirements of the TIPS Member are the responsibility of the Assignee. **Prior to execution of this Agreement, Assignee must provide to TIPS proof of bonding capacity equivalent to the estimated cost of the anticipated project subject to this Assignment.** Assignee may need to provide additional capacity in the event that the estimated cost of the project subject to this Assignment increases. When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Assignee will meet the TIPS Member's local and state purchasing requirements. Bonds costs are passed through at cost to the TIPS Member and are not subject to the TIPS Participation fee due to TIPS. The actual cost of the bond will be a pass through to the TIPS Member and shall be added to the purchase order or Contract.

Prior to execution of this Agreement, Assignee must provide to TIPS a completed TIPS Reference Form, provided by TIPS, in which Assignee must provide at least three (3) current and valid references from unaffiliated entities that have used Assignee's services within the last three years. While it is preferable that those references are governmental entities, it is not required. Assignment cannot be completed without positive responses from three (3) of the provided references.

In consideration thereof, the Assignor acknowledges receipt of \$500.00 paid by the Assignee.

Other additional consideration may be demanded and received by the assignor from the Assignee in relation to this assignment.

The Assignor warrants and covenants the following with regard to the contractual rights which the Assignor has assigned:

1. that they are still owing to the Assignor over and above all claims for setoff or otherwise;
2. that the Assignor, with the agreement of TIPS, has the right to assign the contract;
3. that the Assignor will not do any act which may prevent or hinder the Assignee from enforcing the assigned contractual rights; and
4. that the Assignor has not done or knowingly permitted any act, deed or thing by which the contractual rights can be impeached or affected in any manner.
5. The Assignor directs the Assignee to complete the contractual obligations, which would otherwise be the responsibility of the Assignor, but which have been transferred as indicated herein, with the Assignee.
6. It is agreed that this Assignment will inure to the benefit of and be binding upon the parties to this Assignment, their heirs, executors, administrators, successors and assigns, respectively.

This Agreement will be construed in accordance with and governed by the laws of the State of Texas and venue for any action involving Education Service Center Region 8 and/or TIPS as a party shall be in Camp County, Texas.

In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect or invalidate any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts both verbal and written, between the Assignor and the Assignee have been superseded by this Agreement.

There are no third-party beneficiaries to this Agreement.

Notwithstanding the assignment of rights and obligations contained within the terms of this Agreement, no assignment or transfer of any rights or obligations under the documents identified as Exhibit "A" or under this Agreement shall be made without prior notification of and written permission of TIPS.

The parties intend this statement of this Agreement including Exhibit "A" to constitute the complete, exclusive, and fully integrated statement of the Agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature.

The parties have each caused the foregoing to be executed by their respective authorized representatives as of the date specified by the final signatory. This assignment is not effective until all parties listed have signed and dated.

The Interlocal Purchasing System (TIPS)

Printed Name of Authorized Signatory: Dr. David Fitts

Signature: *David Wayne Fitts*

Title: Executive Director of Region 8 Service Center

Address: 4845 US Highway 271 North

City, State Pittsburg, TX

Zip: 75686 Date: 7/20/22

Name of Assignor Company: Stringer Construction Management LLC

Printed Name of Authorized Signatory: Myron Stringer

Signature: *Myron Stringer*

Title: Vice-President

Address: 3702 Hillside Dr.

City, State Texarkana, TX

Zip: 75503 Date: 7/20/22

Name of Assignee Company: Texas Chiller Systems

Printed Name of Authorized Signatory: Jim Rogers

Signature: *Jim Rogers*

Title: Branch Manager

Address: 5305 Agnes

City, State Corpus Christi TX

Zip: 78405 Date: _____

Primary Contact Name: Mark McMurray

Primary Contact Phone: 210.243.6937

Primary Contact Email: mark.mcmurray@texaschillersystems.com

EXHIBIT “A” DESCRIBED HEREIN IS ATTACHED OR HYPERLINKED BELOW

Exhibit “A” includes:

1. Assignor’s TIPS Vendor Agreement is hereby incorporated as if fully set forth herein and is as binding upon the Assignee as it is upon the Assignor.
2. The TIPS Request for Competitive Sealed Proposal related to this assignment is hereby incorporated as if fully set forth herein and is as binding upon the Assignee as it is upon the Assignor.
3. Assignor’s response to the TIPS Request for Competitive Sealed Proposal is hereby incorporated as if fully set forth herein and are as binding upon the Assignee as they are upon the Assignor.

TIPS staff inserts below the above-named documents:

Assignor’s TIPS Vendor Agreement:

TIPS Request for Competitive Sealed Proposal:

Assignor’s Response to the TIPS Request for Competitive Sealed Proposal:

If all named documents for Exhibit “A” are not attached or hyperlinked, they are incorporated herein by reference as if copied verbatim. It is the responsibility of each party to obtain and read each document named in Exhibit “A” prior to signing. The signature of a party is express confirmation that the signing parties read, understand, and agree to the terms of the documents identified in Exhibit “A.”

Assignor’s TIPS Vendor Agreement: Stringer Construction Management
https://www.tips-usa.com/assets/Vendorspdf/211001_CONTRACT_JOC_Stringer_Construction.pdf

TIPS Request for Competitive Sealed Proposal: RCSP 211001 - Job Order Contracting (JOC)
<https://www.tips-usa.com/assets/Commoditypdf/RCSP%20211001%20Specifications.pdf>

Addendum to TIPS Vendor Agreement executed on or after September 1, 2021

Insert name of Vendor Texas Chiller Systems TIPS Solicitation # 211001

CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See TEX. GOV'T CODE § 809.001(1).

 Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under TEX. GOV'T CODE § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See TEX. GOV'T CODE § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See TEX. GOV'T CODE § 2274.001(3) of SB 19.

 Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE

Client name is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the *client name* for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See TEX. GOV'T CODE § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

 Initials of Authorized Representative of Vendor, if applicable