



EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM

PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER

ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT.

Notice:

Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA's, etc. ("Supplemental Agreements") when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members' behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity's legal counsel to ensure compliance with the legal requirements of your entity and your jurisdiction.

[TIPS Purchase Order Procedure here](#)

OVERVIEW

DUE DILIGENCE

CONTACTS

PRINT PROFILE

 Print
VENDOR **Freightliner Western Star of Austin**

9111 North Freeway Houston TX,77037

WEBSITE www.doggett.com

SERVICE/PRODUCTS
DESCRIPTION

Formerly Freightliner of Austin, Legal name Doggett Freightliner of South Texas, LLC. Full service Western Star heavy truck dealership with an emphasis on vocational trucks. We have many long standing established relationships with body builders.

CONTRACT: **200802 Heavy Duty and Medium Duty Trucks and Trailers**End Date: Oct-31-2023 EDGAR COMPLIANCE: [View Doc.](#)CONTRACT: **200206 New Buses and other Transportation Vehicles**End Date: Apr-30-2023 EDGAR COMPLIANCE: [View Doc.](#)

Copyright 2005–2021 The Interlocal Purchasing System | Lead agency Region 8 ESC 



A Department of Education Service Center Region 8, 4845 US Highway 271 North, Pittsburg, Texas 75686, (866) 839-8477

To: All TIPS Members

Re: TIPS Federal Funds Disclaimer and Information Sheet

To whom it may concern:

You have clicked on a link or otherwise sought to determine whether a specific TIPS Vendor on a specific TIPS Contract is EDGAR compliant. If the website states "No" to EDGAR compliance for that specific Vendor Contract, then the specific TIPS Vendor on that specific TIPS Contract is ***not EDGAR compliant***. If the website states "View Doc" to EDGAR compliance and you are linked to this letter, then TIPS has ensured the specific TIPS Vendor's compliance with 2 CFR 200 on the specified contract ***to the extent a cooperative can do so***, as described below.

Region 8 Education Service Center (Region 8 ESC) is a Texas Education Service Center which operates The Interlocal Purchasing System (TIPS), a purchasing cooperative and department of Region 8 ESC. This document certifies that Region 8 ESC and TIPS made every effort to comply with the most restrictive requirements of 2 CFR 200, identified for educational purposes as the Education Department General Administrative Regulations ("EDGAR"). Please note that federal funds not sourced from the US Department of Education are likely regulated by 2 CFR 200 but are not technically "EDGAR." Each federal agency and its corresponding state "pass-through" agency may interpret 2 CFR 200 differently. TIPS certifies that it competitively procures all awarded contracts pursuant to § 44.031 of the Texas Education Code, or Texas Government Code § 2269, as applicable, the most restrictive procurement method, and performs the most restrictive procurement method required by law and regulation, including all of the necessary steps outlined in 2 CFR 200, except the Price or Cost Analysis for purchases of \$250,000 and greater. (See below). **This letter certifies that the Vendor agreed to those 2 CFR 200 contract provisions for the specified contract.**

However, this TIPS certification cannot relieve Members of federal requirements that cannot reasonably be performed by cooperatives. For example, 2 CFR 200 requires a cost or price analysis for purchases over \$250,000.00, a threshold adopted by TEA and the US Dept. of Education. TIPS does not perform a formal cost or price analysis because TIPS is not the entity making the actual purchase of goods or services. If a Vendor is awarded then TIPS has determined that the pricing is within the competitive range for the Vendor's offering. However, when required by law, the TIPS Member must perform the required analysis on the specific goods or services before seeking TIPS pricing/purchasing from the TIPS Vendor and then upon completion of the purchase process.

Additionally, due to the Texas Department of Agriculture Guidance ARM Section 17 ("ARM Section 17"), relating to Federal Child Nutrition Program Funds (Primarily Texas Public School Fund 240), requirement that all solicitations include specific quantities of goods or services purchased, TIPS Contracts are not in compliance with ARM Section 17 as a **stand-alone** purchase contract. This is because TIPS has no way of predicting which Members will purchase specific quantities of goods and services. However, for Federal Child Nutrition Fund purchases in which the ARM Section 17 required cost or price analysis has been performed by the Member, TIPS contracts may be used in conjunction with the Member's three quote process **unless labeled with "No" as to EDGAR compliance**. See also ARM Section 17.84 addresses purchasing through a **Third Party Cooperative that does not follow USDA Procurement Regulations**. This will include TIPS and possibly other cooperatives that do not specify the exact quantities and line items procured by the cooperative. See the latest ARM Section 17 [here](#).

If this letter was linked or provided in relation to a specific Vendor Contract then the Vendor has agreed to the 2 CFR 200 Contract provisions. For our Members' benefit, we encourage you, when expending federal funds, to make certain that you understand and comply with any other 2 CFR 200 requirements that cannot necessarily be met on your behalf by a cooperative. We also encourage you to incorporate all 2 CFR 200 TIPS Contract provisions agreed to by the Vendor into all supplemental agreements you enter into with the TIPS Vendor, if any. While TIPS works very hard to ensure legal purchasing compliance on Members' behalf TIPS does not provide legal counsel to its Members. TIPS recommends that you consult your legal counsel when executing contracts with TIPS Vendors. TIPS reserves the right to change its process as necessary in relation to updated guidance. Thank you for being a Member of TIPS and for letting us assist with your procurement needs.

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

Permanent Assignment of TIPS Contract(s)
This is a Tri-Party Assignment Agreement.

The intent of this form (the "Agreement" or the "Assignment") is for a TIPS contracted vendor ("Assignor") to permanently assign all rights and obligations described under the The Interlocal Purchasing System (TIPS) contract(s) held by the Assignor named herein. The Assignor retains no rights under the assigned contract(s). This contractual assignment of rights and obligations is exclusive and not rescindable by the Assignor.

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 to this assignment at the addresses provided in the signature block herein.

TIPS Contract(s) name and number: 200206 New Buses and other Transportation Vehicles

200802 Heavy Duty and Medium Duty Trucks and Trailers

Assignor (original TIPS contract holder): Austin Truck and Equipment LTD dba Freightliner of Austin

Assignee (company assigned contract): Doggett Freightliner of South Texas, LLC (3 dba's: see W-9)

Effective Date of Assignment(s): 1/13/21

The Assignor permanently assigns the Assignor's contractual rights and obligations under the specified TIPS contract(s) to the named Assignee ("Assignee") as described herein until Assignor's TIPS contract(s) expires by its terms or this Assignment Agreement is terminated as provided therein or herein. The Assignee agrees to be bound by all terms and conditions of the named TIPS contract(s) and must comply with all applicable federal, state and local law, regulations and rules. It is the responsibility of the Assignor to provide, and the responsibility of the Assignee to request/receive/review all applicable contract pricing and contract documents that the Assignor deemed confidential which are not hyperlinked or attached hereto prior to execution. The Assignor's TIPS Agreement, the incorporated TIPS Request for Proposal and the Assignor's response to the TIPS Request for 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. 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."

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 4% 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 4% of the total price of any sale under the assigned TIPS contract(s).

If applicable, payment and performance or other bonding requirements of the TIPS Member are the responsibility of the Assignee.

In consideration thereof, the Assignor acknowledges receipt of proper and agreed compensation by the Assignee.

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 Assignee 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: David Fitts
Signature: David Wayne Fitts
Title: Executive Director
Address: 4845 US Hwy 271 North
City, State Pittsburg, Tx
Zip: 75686 Date: 12-14-2021

Name of Assignor Company: Austin Truck and Equipment, LTD dba Freightliner of Austin
Printed Name of Authorized Signatory: Carlton Hempel
Signature: Carlton Hempel
Title: Vice President
Address: 1701 Smith Rd
City, State Austin, TX
Zip: 78721 Date: 12-7-21

Name of Assignee Company: Doggett Freightliner of South Texas, LLC
Printed Name of Authorized Signatory: William Leslie Doggett
Signature: William Leslie Doggett
Title: President
Address: 9111 North Fwy
City, State Houston, Texas
Zip: 77037 Date: 12/13/21

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 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 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:

https://www.tips-usa.com/assets/Vendorspdf/200206_New_Buses_other_Transportation_Vehicles_Contract_Freightliner_of_Austin.pdf
https://www.tips-usa.com/assets/Vendorspdf/200802_Heavy_Duty_Truck_Trailer_FRIGHTLINER_of_Austin.pdf

TIPS Request for Competitive Sealed Proposal:

<https://www.tips-usa.com/assets/Commoditypdf/200206%20RFP%20Specifications.pdf>
<https://www.tips-usa.com/assets/Commoditypdf/200802%20RFP%20Specifications.pdf>

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

https://www.tips-usa.com/assets/Vendorspdf/200206_New_Buses_other_Transportation_Vehicles_Contract_Freightliner_of_Austin.pdf
https://www.tips-usa.com/assets/Vendorspdf/200802_Heavy_Duty_Truck_Trailer_FRIGHTLINER_of_Austin.pdf

It is the responsibility of the Assignor to provide, and the responsibility of the Assignee to request/receive/review all applicable contract pricing and contract documents that the Assignor deemed confidential which are not hyperlinked or attached hereto prior to execution. If all of the foregoing confidential/pricing documents or those documents named in 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."