



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*

Commercial Real Estate Broker
Services
VLK Project No: 1914.00

AGREEMENT INFORMATION:

Date:
January 14, 2019

AMENDMENT INFORMATION:

Amendment Number:
002
Date:
November 10, 2025

OWNER: *(name and address)*

Frisco Independent School District
5515 Ohio Drive
Frisco, Texas 75035

ARCHITECT: *(name and address)*

VLK Architects, LLC
1320 Hemphill Street, Suite 400
Fort Worth, Texas 76104

The Owner and Architect amend the Agreement as follows:

VLK will provide Commercial Real Estate Broker Services for select surplus Frisco ISD properties defined in Exhibit D through their consultant Harvest MXD Inc.

Licensed Broker and Main Contact to Frisco ISD:

Christopher Paul Harden, Harvest MXD Inc., License #566104
Harvest MXD Inc. broker licenses are provided in Exhibit E

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

The compensation terms are defined in Exhibit A, Proposal for Commercial Real Estate Broker Services attached hereto and incorporated herein.

Schedule Adjustment:

The schedule of services are defined in Exhibit A, Proposal for Commercial Real Estate Broker Services attached hereto and incorporated herein.

Other Terms:

The description of services included in this Amendment are defined in Exhibit A, Proposal for Commercial Real Estate Broker Services as well as Exhibit B, RFP #876-2025-05-30 and the Response to RFP #876-2025-05-30, both are attached hereto and incorporated herein.

A description of properties included in this Amendment are defined in Exhibit D, Description of Properties attached hereto and incorporated herein.

Attachments:

Exhibit A:

Proposal for Commercial Real Estate Broker Services, dated November 10, 2025.

Exhibit B:

RFP #876-2025-05-30 and Response to RFP #876-2025-05-30

Exhibit C:

Additional Terms and Conditions, dated November 10, 2025

Exhibit D:

Description of Properties

Exhibit E:

Harvest MXD Inc. Broker Licenses

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User Notes:

(68b70fafba35a93ae7227bc0)



ARCHITECT *(Signature)*

BY: Trey Laird, AIA | Managing Principal

(Printed name, title, and license number if required)

11/14/2025

Date

OWNER *(Signature)*

(Printed name and title)

Date



Exhibit A

November 10, 2025

Todd Fouche
Deputy Superintendent
Frisco Independent School District
5515 Ohio Drive
Frisco, TX 75034

Reference: Proposal for Commercial Real Estate Broker Services
Frisco Independent School District

Dear Mr. Fouche:

VLK Architects LLC ("VLK"), through its consultant, Harvest MXD Inc. (HMXD), is pleased to provide this proposal for commercial real estate broker services. We are honored that Frisco ISD has selected our firm to assist you, and we are anxious to work together on your real estate needs. The purpose of this proposal is to develop an understanding of the needs of Frisco ISD that will guide VLK in developing an amendment (AIA G802) to the current master services agreement (AIA B101) between Frisco ISD and VLK. The description of the proposed services is as follows:

DESCRIPTION OF SERVICES

Frisco ISD appoints HMXD, through its consultancy with VLK, as its sole agent and grants to HMXD the exclusive right to sell the real properties listed in **Exhibit D** attached (each, a "Property" and collectively, the "Properties"). At any time during the term, HMXD shall have the right to assign the listing agreement to a VLK subsidiary with a corporate broker license in the State of Texas. For purposes of the listing agreement, licensees include: Harvest MXD Inc. (corporate brokerage license # 9013496 expiration 5/31/2027); Christopher Paul Harden (broker license #566104 expiration 6/30/2026); Daniel Mitlyng (sales agent license #686324 expiration 3/31/2027); Robert Franklin Miller III (sales agent license #9013496 expiration 1/31/2027)

Term. The term will commence on the date of this proposal, (the "Commencement Date") and will expire on the first anniversary of the Commencement Date (the "Initial Term"); provided however, either HMXD or Owner may terminate this agreement at any time during the Initial Term upon ninety (90) days' prior written notice to the non-terminating party. Thereafter, the term of this agreement will renew, upon the written approval of Owner and HMXD in each instance, for up to four (4) additional one (1) year terms (each, a "Renewal Term"); provided that, at any time during a Renewal Term either party may terminate the Agreement by providing the non-terminating party with thirty (30) days prior written notice of termination. Except for Owner's obligation to pay HMXD a Commission as required hereunder, this agreement will terminate upon the sale of a Property, but only as to the specific Property sold.

Services. HMXD will use its commercially reasonable efforts to obtain a satisfactory purchaser or purchasers for the Properties (whether a Property purchased individually or together with other Properties) at a sale price to be determined by Frisco ISD ("Owner") and on such other terms as are acceptable to Owner. Owner or Owners counsel agrees to advise HMXD of any specific marketing and sale requirements that are applicable to any Property. HMXD will assist the Owner's legal counsel in negotiating the business terms of any purchase and sale agreement on behalf of Owner and in Owner's best interest, subject to Owner's Board of Trustees review and final approval, except as otherwise directed by Owner.

Addition or Deletion of Properties. Owner shall have the right to confer upon HMXD the exclusive right to sell additional properties pursuant to the terms of an amendment to the current master services agreement; such properties may be added to Exhibit D pursuant to a written addendum. Owner shall have the right, upon ten (10) days' prior written notice to HMXD, to remove Properties from Exhibit D. Within ten (10) days after a Property is removed from Exhibit D, HMXD shall submit to Owner a list of prospective purchasers to whom such Property was submitted during the term; provide that prospective purchasers who submitted any sealed bids or letters of intent for said Property shall automatically be deemed included on such list. If a prospective purchaser, appearing on the list (or who is deemed included on the list) enters into a purchase and sale agreement within 180 days after the removal of the Property, and thereafter the sale is closed, Owner shall pay HMXD a commission as set forth herein.

Marketing. Owner authorizes HMXD to advertise and place signage on the Properties, subject to Owner's approval of any advertisements and signage. HMXD will place its standard sign on the Properties and will prepare and distribute a standard brokerage flyer. All advertising, whether prepared or issued by HMXD or by Owner, will identify HMXD as Owner's exclusive agent for the Properties. All marketing and promotional costs associated with HMXD's performance of its duties hereunder shall be borne by Owner only upon the consummation of a sale, provided that the same are approved by Owner or are part of a budget approved by Owner. Otherwise, HMXD will be responsible for all marketing expenses.

Referrals. During the term, Owner will refer to HMXD all inquiries and offers received by Owner with respect to the Properties. (I took out all of the Charter School verbiage.)

COMPENSATION TERMS

Commission. If, during the Term, Owner sells or otherwise conveys a Property, or any direct or indirect ownership interest therein, to a third party for value, Owner shall pay HMXD a commission in accordance with the Schedule of Commissions at Closing.

Protection Period. Within 10 days after the end of the term, HMXD will provide to Owner a list of prospective purchasers to whom the Property or the Properties were submitted by any party during the term. If a prospective purchaser, appearing on the list, enters into a purchase and sale agreement within 180 days after the end of the term, and thereafter the sale is closed, Owner will pay a commission to HMXD as provided above. Owner agrees that such 180-day period will be extended for so long as: (a) negotiations with a prospective purchaser are continuing; or (b) the proposed terms of a purchase and sale agreement are pending approval from Owner's governing body.

Outside Brokers. If HMXD recognizes an outside broker representing the purchaser in a transaction for which a commission is payable hereunder, HMXD will advise such broker that it must look to its own client for payment of any and all compensation which may become due it for the proposed transaction. It is acknowledged and agreed that HMXD shall not be required to share the commission with any outside broker, and in no event whatsoever shall Owner be required to pay any commission to any outside broker. [this provision protects the Owner from unscrupulous brokers inserting themselves into a transaction under the guise of an "Outside Broker".]

Schedule of Commission for Sale. The commission rate to HMXD for each individual sale transaction (whether comprising of a sale of one Property or multiple Properties) shall be computed as follows:

6.00% of the first less than \$1,000,000.00 of the total sales price; plus
4.00% of the total sales price which is \$1,000,000.00 or greater and less than \$5,000,000.00;
plus
2.00% of the total sales price which is \$5,000,000.00 or greater and less than \$10,000,000.00;
plus
1.50% of the total sales price which is \$10,000,000.00 or greater and less than \$15,000,000.00;
plus
0.75% of the total sales price which is \$15,000,000.00 or greater and less than \$20,000,000.00;
plus
0.50% of the total sales price which is greater than \$20,000,000.00.

For illustration purposes only, in the event of a sale of a Property or group of Properties in a single transaction with a total sales price of \$5,000,000.00, HMXD's commission will be \$220,000.00 [(6.00% of \$999,999.99 = \$60,000.00) + (4.00% of \$4,000,000.00 + 2.00% of \$0.01 = \$160,000.00) = \$220,000.00]

Time of Payment: The commission shall be paid in full at the time of the closing or transfer of title to the Property, except in the case of an installment purchase contract, in which case the commission shall be paid in full at the time of execution and delivery of the installment purchase contract between Owner and purchaser.

Purchase Option: If Owner Grants a purchase option, HMXD will be paid a Commission at the above rate on the option price as and when amounts are payable for the option (and for extensions thereof). Upon closing of the sale, HMXD will be paid a Commission at the above rate on the total sales price (excluding any amount paid for the option and applied to the sales price).

Computation of Total Sales Price: The commission shall be computed in accordance with the above rates based upon the gross sales price, which shall include any mortgages, loans or other obligations of Owner which may be assumed by purchaser or which purchaser takes title "subject to", and any purchase money loans or mortgages taken back by Owner. [we would ask that all the above remain intact. If the district is not able to seller finance or provide for an installment sale or other financing, it is of no consequence to leave the language.]

ADDITIONAL SERVICES

Additional Services shall be negotiated by a separate proposal and amendment between VLK and Frisco ISD.

We appreciate this opportunity for another successful partnership with Frisco ISD. We are confident that our team can make a real contribution to helping Frisco ISD achieve its real estate goals. Please do not hesitate to contact me directly to discuss any questions you may have about this proposal.

Sincerely,



Chris Harden
President & CEO



Trey Laird, AIA, LEED® AP
Principal

Exhibit B

RFP #876-2025-05-30 and Response to RFP #876-2025-05-30

RFP# 876-2025-05-30
COMMERCIAL REAL ESTATE BROKER SERVICES

PROPOSAL REQUIREMENTS

Respondents are required to structure their submissions in accordance with the sequence and format specified below. While supplementary materials providing additional information may be included as attachments, all information explicitly requested in this document must be presented in the prescribed format to ensure comprehensive and consistent evaluation of all proposals.

FIRM INFORMATION

1. Name of firm
2. Address of principal office
3. Phone number
4. Form of business organization (Corporation, Partnership, Individual, Other)
5. Year founded
6. Primary contact for District and cell phone number
7. Website address
8. Email address

ORGANIZATION

1. How many years has your organization been in business in Real Estate Brokerage Services?
2. How many years has your organization been in business under its present name? Under what other or former names has your organization operated?
3. If your organization is a corporation, answer the following: Date of incorporation, State of incorporation, President's name, Vice-President's name(s), Secretary's name, Treasurer's name. Is this a publicly held corporation?
4. If your organization is a partnership, answer the following: Date of organization, type of partnership (if applicable), names of general partner(s).
5. If your organization is individually owned, answer the following: Date of organization, name of owner.
6. If the form of your organization is other than those listed above, describe it and name the principals.
7. Organizational chart showing key personnel who would be assigned to District projects.

LICENSING

1. List jurisdictions in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.
2. List jurisdictions in which your organization's partnership or trade name is filed.

3. Provide copies of all applicable licenses and certifications, including Texas Real Estate Commission licenses for all personnel who would be assigned to District projects.

EXPERIENCE

1. List the categories of work that your organization normally performs with its own forces. Would you propose to do any work with your own forces or to assign or sub work to third parties?
2. List any partnerships in which your organization has some ownership and list the categories of work those partners normally perform.
3. Claims and suits. (If the answer to any of the questions below is yes, please attach details) a. Has your organization ever failed to complete any work or contracted service awarded to it? b. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? c. Has your organization filed any lawsuits or requested arbitration or mediation regarding Real Estate Brokerage Services contracts within the last five years? d. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a Real Estate Brokerage Services contract?
4. Current work: List the major Real Estate Brokerage Services projects your organization has in progress. How long has your firm served the commercial real estate industry?
5. Work over last 5 years: List major projects (specifically educational properties or facilities) for which your firm has provided Real Estate Brokerage services over the last 5 years. For each project, provide the name, nature of the project/function of the building, size, location, cost, completion date, owner, and the manner in which services were carried out.
6. What types of commercial properties do you specialize in?
7. Explain how your firm forecasts and analyzes local market needs and trends.
8. Explain how your firm approaches negotiations with property sellers/buyers.
9. Based on your experience with sales of government-owned real estate, please summarize the step-by-step process from engagement of services to closing.
10. How would you best describe the current local market conditions for commercial real estate.
11. Experience with Frisco ISD (if any).
12. Describe how your firm provides strong owner/seller representation when working with potential buyers.

13. Provide specific examples of innovative marketing approaches you have utilized for similar properties.

14. Describe your understanding of legal requirements specifically applicable to Texas school district property transactions.

TECHNOLOGY AND DATA ANALYSIS

Describe how your firm utilizes technology and data analytics in its approach to determining:

1. Market price of a given property
2. Market opportunities of potential buyers
3. Expansion of market opportunities for a given property
4. Current market trends and future projections

FINANCIAL INFORMATION

1. Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement.
2. Provide name, address, phone for bank reference.
3. Disclose any financial relationships with potential buyers that might constitute a conflict of interest.

CONFLICTS OF INTEREST AND ETHICS

1. Complete the Conflict of Interest Questionnaire (Form CIQ) found in the Frisco ISD Vendor Application as required by Texas Local Government Code Chapter 176.
2. Disclose any business or personal relationships with District Board members, employees, or officials that might create an appearance of impropriety or conflict of interest.
3. Disclose any current or potential representation of clients interested in purchasing District properties or who own property adjacent to District-owned properties.
4. Disclose if your firm or any key team members have previously represented buyers/lessees in transactions with Frisco ISD.
5. Describe your firm's policies and procedures for identifying and managing potential conflicts of interest during a transaction.
6. Confirm your understanding that you may not represent both the District and a potential buyer/lessee in the same transaction.
7. Describe how your firm handles situations where your representation of other clients might compete with or impact the District's interests.

8. Disclose any affiliations with developers, construction companies, or other entities that might have interest in District properties.
9. Affirm your commitment to provide written notice to the District within 7 days if any conflict of interest arises during the contract term.
10. Describe any situations in the past five years where your firm has had to withdraw from representing a client due to conflicts of interest.

PERSONNEL

1. Identify and provide a resume and references for each individual who would be involved in carrying out services to Frisco ISD should your firm be selected.
2. Describe the specific roles and responsibilities of each team member.
3. Provide the professional qualifications, including licenses and certifications, of all team members.
4. Describe the availability and time commitment of each team member to District projects.
5. Provide evidence of team members' knowledge of local real estate markets and Texas school district property transactions.

REFERENCES

For three (3) of the projects listed above, identify a representative of the owner (provide name, phone, email addresses) who could be contacted as references regarding your firm's services. At least one reference should be from a Texas school district or other governmental entity.

COST, FEE STRUCTURE AND RATES

1. Please provide the fees and rates that the firm will require on potential sales of District-owned property.
2. State any other costs the District may anticipate as it relates to the real estate services.
3. Describe the circumstances under which you would expect to receive compensation, and those under which you would not.
4. Provide a breakdown of all fees, commissions, and expenses the District should expect.
5. What is a typical timeline for completing a commercial real estate transaction for a government entity such as Frisco ISD?
6. Are you familiar with local zoning regulations and legal requirements?

TECHNOLOGY AND COMMUNICATION

1. How does your firm and associates communicate with clients? Is there use of an online platform or other software?
2. Describe the efficiency of your firm's open and transparent communication with clients.
3. Provide examples of reports and updates you typically provide to clients.
4. Describe your system for document management and transaction tracking.
5. How do you ensure timely responses to client inquiries?

ADDITIONAL REQUIREMENTS

1. Bonding Company and Agent (if ever bonded):

- o Name
- o Phone
- o Current bonding rate
- o Largest individual project bond to date
- o Surety reference for last five (5) years

2. Broker's Qualifications: Respondents to this RFP shall have the following qualifications:

- o Must be licensed and in good standing with the Texas Real Estate Commission. (Attachment Required)
- o Must be knowledgeable in the local real estate market and have a minimum of five (5) years' experience with small and large commercial properties.
- o Knowledge of Frisco Independent School District area real estate is desired.
- o Knowledge and experience in the acquisition and sale of school district owned property is desired.

3. Insurance Requirements: The successful company will be required to furnish copies of:

- o Professional Licenses and Certifications
- o Professional & General Liability (E&O) Insurance Certificate
- o Workers' Compensation Insurance Certificate



| DIGITAL

FRISCO ISD

Statement of Qualifications for
Commercial Real Estate Broker
Services

RFQ No. 876-2025-05-30 | April 11, 2025



OVER **TASA | TASB**
**100 STARS OF
DISTINCTION**

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GERALD D. YOUNG AG
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HOT Zweig Group
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AWARD

2024
BEST FIRMS
TO WORK FOR
**ZWEIG
GROUP**

PS || 20
MJ || 23
**CIRCLE OF
EXCELLENCE**
TOP 20% OF ARCHITECTURE |
ENGINEERING FIRMS

EDSPACES
PRESENTATIONS
2017 2018 2021

ARCHITECTURAL RECORD
2020
TOP 300 ARCHITECTURAL
FIRMS

LearningSCAPES
2021

P R E S E N T E R S
ASSOCIATION OF LEARNING ENVIRONMENTS

2020 CAUDILL AWARD
HIGHEST HONOR IN PUBLIC EDUCATION DESIGN AWARDS
ALLEN STEAM CENTER

2022 TX ASCD
PRESENTERS

40TH

AMERICAN INSTITUTE
OF ARCHITECTS
DESIGN AWARDS

TABLE OF CONTENTS

- 01 Section 1 | Firm Information
- 03 Section 2 | Organization
- 07 Section 3 | Licensing
- 11 Section 4 | Experience
- 25 Section 5 | Technology and Data Analysis
- 27 Section 6 | Financial Information
- 31 Section 7 | Conflicts of Interest & Ethics
- 33 Section 8 | Personnel
- 45 Section 9 | References
- 49 Section 10 | Cost, Fee Structure, & Rates
- 51 Section 11 | Technology & Communication
- 69 Section 12 | Additional Requirements
- 71 Section 13 | Forms





April 11, 2025

Sue Schiumo
Senior Buyer
Frisco Independent School District
5515 Ohio Drive
Frisco, Texas 75035

Reference: RFP 876-2025-05-30 (Commercial Real Estate Broker Services)

Dear Ms. Schiumo and Members of the Selection Committee:

VLK and Harvest MXD would like to thank you for the opportunity to respond to your Request for Proposal for Commercial Real Estate Broker Services. We are excited about the opportunity to serve Frisco ISD. VLK believes the diverse and highly experienced team we have assembled is uniquely qualified for this assignment as our project team comprehensively consists of subject matter experts with vast experience in real estate brokerage services for school districts, universities, transit agencies, cities, and other governmental entities. Our team has extensive experience working directly with Frisco ISD and other school districts throughout North Texas, and nationally, in addition to advising public agencies on their unique real estate needs.

The comprehensive team assembled consists of experts in the fields required to meet the needs of Frisco ISD outlined in this RFP response. Our real estate experts at Harvest MXD have partnered with VLK, the preeminent K-12 architecture firm in Texas and the fourth largest in the United States. While VLK's focus is not on brokerage services within the real estate industry, its deep understanding of the needs of public schools has led to the formation of a strategic alliance with Harvest MXD whose principals have extensive knowledge not only of the local DFW real estate market but vast experience working with public agencies. The alignment with VLK's experience in K-12 facilities management, design, and understanding of school districts' long-term planning and financing needs led our two firms into a collaborative partnership to better respond to the real estate needs of independent school districts.

VLK and Harvest MXD have a unique opportunity to combine their collective core competencies and experience with independent school districts to deliver an integrated real estate solutions model that provides comprehensive, efficient, and cost-effective real estate brokerage and facilities assessment solutions to support FISD's development, redevelopment, expansion, and contraction. Our team understands that public entities such as FISD have different objectives and goals than private sector investors. Our team is in tune with these unique objectives and understands how to work with senior staff and the board of trustees of an independent school district to accomplish their goals.

The collaboration between VLK and Harvest MXD offers Frisco ISD the opportunity to contract directly with VLK by amending the current master services agreement between Frisco ISD and VLK. Our team is familiar with Frisco ISD business practices and is excited about the opportunity to continue providing the highest level of service that FISD has come to expect of our team.

On behalf of everyone at VLK and Harvest MXD, we are grateful for the opportunity to submit this RFP response and are confident that our team can make a real contribution to helping Frisco ISD achieve its' real estate goals.

Sincerely,

Chris Harden
VLK Director of Real Estate Services
Harvest MXD President & CEO
chris@harvestmx.com
972.746.0725

Trey Laird, AIA, LEED® AP
VLK Principal
tlaird@vlkarchitects.com
O: 972.265.1885
M: 214.455.3176

SECTION 1: FIRM INFORMATION

FIRM INFORMATION

1. NAME OF FIRM:

VLK

5. YEAR FOUNDED:

1984

2. ADDRESS OF PRINCIPAL OFFICE:

5801 Tennyson Parkway, Suite 100 Plano, Texas 75024

6. PRIMARY CONTACT FOR DISTRICT & PHONE NUMBER:

Trey Laird, 214.455.3176

3. PHONE NUMBER:

214.455.3176

7. WEBSITE ADDRESS:

<https://vlkarchitects.com/>

4. FORM OF BUSINESS ORGANIZATION:

C-Corporation

8. EMAIL ADDRESS:

tlaird@vlkarchitects.com

40 Years of
Excellence



EXPERIENCE
VLK'S WEBSITE!





1. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS IN REAL ESTATE BROKERAGE SERVICES?

As the fourth largest educational architecture firm in the United States, VLK is known primarily for providing clients with extensive knowledge of school design. We have produced more than \$10 billion of educational projects over our 40-year history.

As our industry has continued to transform, we have stayed on the leading edge of this transformation combining services to provide more efficient and cost-effective solutions for our clients. To that end, we are now offering our clients a customized real estate solutions model tailored to the unique needs of independent school districts.

With years of experience and a commitment to excellence, we understand the unique needs of ISDs and offer comprehensive solutions designed to empower your district’s real estate decisions. From brokerage services to strategic real estate planning, our mission is to help you maximize value and optimize your assets.

2. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER ITS PRESENT NAME? UNDER WHAT OTHER OR FORMER NAMES HAS YOUR ORGANIZATION OPERATED?

40 years | Vestal Loftis Kalista Architects: 1984-2002

3. IF YOUR ORGANIZATION IS A CORPORATION, ANSWER THE FOLLOWING:

N/A

4. IF YOUR ORGANIZATION IS A PARTNERSHIP, ANSWER THE FOLLOWING:

N/A

5. IF YOUR ORGANIZATION IS INDIVIDUALLY OWNED, ANSWER THE FOLLOWING:

N/A

6. IF THE FORM OF YOUR ORGANIZATION IS OTHER THAN THOSE LISTED ABOVE, DESCRIBE IT AND NAME THE PRINCIPALS.

C-Corporation

Executive Leadership

Sloan Harris, CEO | Partner
Todd Lien, Managing Partner
Jonathan Aldis, Chief Operations Officer
Dalane Bouillion, Ed.D., Chief Development Officer
Linsy Grozdanich, Chief Financial Officer
Justin Hiles, Chief Information Officer
Daniel Pitcock, Chief Experience Officer

Firm Principals

Rayce Boyter
Lauren Brown
Monika Castillo
Rory Estes
Melissa Fleming
Derk Jeffrey
Charles Johnson
John Klein
Tim Kunz
Trey Laird
Michael Martinez

Scott Milder
Barry Nebhut
Tom Oehler
Ross Rivers
Clinton Schiver
Marty Sims
Rudy Starks
Jim Stephenson
David Valerius
Matt Waguespack
Julie Zitter

7. ORGANIZATIONAL CHART SHOWING KEY PERSONNEL WHO WOULD BE ASSIGNED TO DISTRICT PROJECTS:

Please see the following page for VLK’s organizational chart.

WHO WE ARE

PROJECT LEADERSHIP



Chris Harden
VLK Director of Real Estate Services | CEO & President, Harvest MXD



Trey Laird
Principal | Long-Range Facility Planning Lead, VLK

PROJECT TEAM



Daniel Mitlyng
Vice President, Harvest MXD



Kevin McGlaun
Advisor, Harvest MXD



Haley Pearce
Marketing Manager, VLK



Sky Miller
Vice President, Harvest MXD



Chad Davis
Senior Associate | Facility Planner, VLK



Romeo Maestas
Associate, Harvest MXD



Brad Minton
Associate | Experience Design Director, VLK



SECTION 3: LICENSING

LICENSING

1. LIST JURISDICTIONS IN WHICH YOUR ORGANIZATION IS LEGALLY QUALIFIED TO DO BUSINESS AND INDICATE REGISTRATION OR LICENSE NUMBERS, IF APPLICABLE.

VLK's Director of Real Estate Services, Chris Harden, holds a corporate real estate broker license in the State of Texas. Each transaction team member is licensed to transact any real estate transaction on behalf of Frisco ISD.

Please see the licensing information on the following pages.

2. LIST JURISDICTIONS IN WHICH YOUR ORGANIZATION'S PARTNERSHIP OR TRADE NAME IS FILED.

- State of Texas
- State of Colorado

3. PROVIDE COPIES OF ALL APPLICABLE LICENSES AND CERTIFICATIONS, INCLUDING TEXAS REAL ESTATE COMMISSION LICENSES FOR ALL PERSONNEL WHO WOULD BE ASSIGNED TO DISTRICT PROJECTS.

COPY OF LICENSES



Real Estate Broker License

Harvest MXD Inc.
2675 Stratton Woods Vw
COLORADO SPRINGS, CO 80906

Broker License #: 9013496
License Expires: 05/31/2025

Having provided satisfactory evidence of the qualifications required by the Texas Real Estate License Act, Occupations Code, Chapter 1101, authorization is granted to use this title: Real Estate Broker

Chelsea Buchholtz
Executive Director



Texas Real Estate Commission
P.O. Box 12188
Austin, TX 78711-2188
512-936-3000

CERTIFICATE OF LICENSE HISTORY
An automated search of the Texas Real Estate Commission's database reveals the following licensing information current as of 03/28/2025. Please note: Texas does not license by mere reciprocity.
Name: MITLYNG, DANIEL
License Type: Sales Agent
License Number: 686324
License Status: Active
Original License Date: 03/28/2017
Exam Date: 03/25/2017
License Expiration Date: 03/31/2027

DISCIPLINARY ACTIONS
An automated search of the Texas Real Estate Commission's database for the past ten (10) years reveals the following disciplinary action record(s) as of 03/28/2025. Any disciplinary actions listed below are final as of the disposition date. If this section is blank, there were no disciplinary records located.



Texas Real Estate Commission
P.O. Box 12188
Austin, TX 78711-2188
512-936-3000

CERTIFICATE OF LICENSE HISTORY
An automated search of the Texas Real Estate Commission's database reveals the following licensing information current as of 09/10/2024. Please note: Texas does not license by mere reciprocity.
Name: MILLER, ROBERT FRANKLIN III
License Type: Sales Agent
License Number: 529759
License Status: Active
Original License Date: 01/06/2005
Exam Date: 01/05/2005
License Expiration Date: 01/31/2025

DISCIPLINARY ACTIONS
An automated search of the Texas Real Estate Commission's database for the past ten (10) years reveals the following disciplinary action record(s) as of 09/10/2024. Any disciplinary actions listed below are final as of the disposition date. If this section is blank, there were no disciplinary records located.




Texas Real Estate Commission
P.O. Box 12188
Austin, TX 78711-2188
512-936-3000

CERTIFICATE OF LICENSE HISTORY
An automated search of the Texas Real Estate Commission's database reveals the following licensing information current as of 09/10/2024. Please note: Texas does not license by mere reciprocity.
Name: HARDEN, CHRISTOPHER PAUL
License Type: Broker
License Number: 566104
License Status: Active
Original License Date: 01/05/2007
Exam Date: 05/29/2009
License Upgraded: 06/17/2009
License Expiration Date: 06/30/2026

DISCIPLINARY ACTIONS
An automated search of the Texas Real Estate Commission's database for the past ten (10) years reveals the following disciplinary action record(s) as of 09/10/2024. Any disciplinary actions listed below are final as of the disposition date. If this section is blank, there were no disciplinary records located.

COPY OF INSURANCE

Prior Policy Number: OH 05435442501 Policy Number: 46 OH 0543544-25	HARTFORD FIRE INSURANCE CO., HARTFORD PLAZA, HARTFORD, CT 06115 A stock insurance company, herein called the Insurer	
THE HARTFORD PREMIER CHOICE PROFESSIONAL LIABILITY INSURANCE POLICY SM Real Estate Agency Professional Liability Coverage		
THIS IS A CLAIMS MADE AND REPORTED POLICY. PLEASE READ IT CAREFULLY.		
NOTICE: COVERAGE APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR APPLICABLE EXTENDED REPORTING PERIOD AND WHICH HAVE BEEN REPORTED TO THE INSURER IN ACCORDANCE WITH THE APPLICABLE NOTICE PROVISIONS. THE LIMITS OF LIABILITY AVAILABLE TO PAY DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED AS DEFENSE COSTS. THE RETENTION IS APPLICABLE TO DEFENSE COSTS AND DAMAGES. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.		
DECLARATIONS		
ITEM 1.	NAMED ENTITY: ADDRESS:	HARVEST MXD, INC. 2675 STRATTON WOODS VW COLORADO SPRING, CO 809066929
ITEM 2.	PRODUCER:	46510811 HIGGINBOTHAM INS AGENCY INC 500 W 13TH STREET FORT WORTH, TX 76102
ITEM 3.	POLICY PERIOD EFFECTIVE FROM (Inception Date): 06/02/2025 TO (Expiration Date):06/02/2026 (AT 12:01 A.M. STANDARD TIME AT ADDRESS OF THE NAMED INSURED AS STATED HEREIN.)	
ITEM 4.	LIMITS OF LIABILITY (A) Professional Liability per claim \$1,000,000 (B) Personal Injury Liability per claim \$1,000,000 (C) Personally Identifiable Information Liability per claim \$1,000,000 Aggregate Limit All Liability Claims \$2,000,000 Is Defense outside of the Limit of Liability provided <input checked="" type="checkbox"/> yes <input type="checkbox"/> no Extensions Disciplinary Proceeding Extension \$25,000 Supplementary payments Extension \$25,000 Subpoena Assistance extension \$25,000	
ITEM 5.	RETENTION: \$2,500 per Claim, including Damages and Defense Costs.	
ITEM 6.	PREMIUM: \$3,753	
ITEM 7.	RETROACTIVE DATE: 06/02/2023	
ITEM 8.	PRIOR or PENDING DATE: 06/02/2023	
ITEM 9.	EXTENDED REPORTING PERIOD	
	Number of Years	Percentage of Annual Premium
	1	100%
	3	165%
	5	200%
ITEM 10.	ADDRESS FOR NOTICES TO THE INSURER:	
FOR CLAIMS:	FOR ALL NOTICES OTHER THAN CLAIMS:	
The Hartford Hartford Financial Lines One Hartford Plaza Hartford, CT 06115 HFPClaims@thehartford.com Fax: (917) 464-6000	The Hartford Hartford Financial Lines One Hartford Plaza Hartford, CT 06115 HFPEXpress@thehartford.com Fax: (866) 586-4550	
ITEM 11:	ENDORSEMENTS ATTACHED AT EFFECTIVE DATE:	
	SEE FORM GU207 (SCHEDULE OF ENDORSEMENTS)	





1. LIST THE CATEGORIES OF WORK THAT YOUR ORGANIZATION NORMALLY PERFORMS WITH ITS OWN FORCES. WOULD YOU PROPOSE TO DO ANY WORK WITH YOUR OWN FORCES OR TO ASSIGN OR SUB WORK TO THIRD PARTIES?

VLK is aligned with Harvest MXD to provide a unique and comprehensive real estate solution for school districts such as Frisco ISD. Our goal is to assist school districts in long-term planning by providing strategic advice on property acquisitions and development that align with the district’s growth objectives and educational mission. We can also provide ongoing support in managing the district’s real estate portfolio, ensuring that assets are optimized and generating value over time. Please see below for additional services provided by VLK.

<p>STRATEGIC REAL ESTATE ANALYSIS</p> <p>Our real estate analysis goes beyond basic assessments to provide actionable insights that inform your decision-making process. By leveraging data-driven analysis and our extensive experience, we deliver:</p> <ul style="list-style-type: none">• Detailed evaluations of current assets• Recommendations for maximizing excess property values• Projections for market trends affecting district real estate	<p>REAL ESTATE PORTFOLIO OPTIMIZATION & LONG-RANGE PLANNING</p> <p>Long-term success in real estate requires planning that aligns with both educational goals and market realities. Our team will work closely with your district to develop a customized real estate plan that supports growth and financial stability, including:</p> <ul style="list-style-type: none">• Strategic asset management for operational efficiency• Site selection for future expansion and facility upgrades• Plans for sustainable growth aligned with your district’s vision• Proactive (scheduled) and public supported school closures	<p>BROKERAGE</p> <p>Our brokerage services are tailored to meet the specific needs of Texas independent school districts. Whether you are buying, selling, or leasing, our team brings in-depth market knowledge and extensive networks to secure the best opportunities for your district. We handle every aspect of the process, including:</p> <ul style="list-style-type: none">• Comprehensive property evaluations and market assessments• Strategic negotiation to ensure favorable terms• Compliance with all local and state regulations
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EXPERTISE IN DISTRICT NEEDS

We understand the unique challenges that independent school districts face, from funding constraints to long-term planning. Our team has extensive experience working with ISDs and is dedicated to delivering solutions that meet your specific goals.

DATA-DRIVEN DECISION MAKING

Our approach to real estate is grounded in data. Through advanced analytics and market insights, we provide clear, actionable recommendations to help you make the most informed decisions for your district.

COMMITMENT TO EXCELLENCE

From the first meeting to the final transaction, we are committed to delivering excellence in every step. Our client-focused approach ensures that your district’s goals are our top priority, helping you maximize real estate value while supporting your educational mission.

Growth Forecasting & Planning

VLK works with 23 Fast Growth School Coalition member districts across the state, and we have an unsurpassed understanding of the challenges independent school districts face in identifying potential sites in meeting population growth that is aligned with feeder patterns. Our process not only looks at enrollment projections but existing and planned roadway and utility infrastructure, zoning, topography, easements, and stormwater systems with the goal of identifying sites that are of the best value to the district considering these influencing factors that support the campus grade level and associated activities.

Working with our demographer, or the district's, the build-out study will be built upon the 10-year enrollment projections, review of vacant land to determine buildout number of housing units for both single family and multifamily. Annual rate of housing absorption will be used to determine the five, 10, 15, and 20-year intervals for enrollment growth. Ten-year enrollment projections will be built at the planning area level. This will allow us to incorporate the projections into the G.I.S. software to model the opening of future schools. We can model future attendance zones with different school site options. This will give the district the opportunity to study different school site options and the impact that it will have on existing attendance zones. The demographer has the ability to build the enrollment projections into the G.I.S. software to study future school site options and see the impact on attendance zones. We can also overlay the middle and high school attendance zones to build future attendance zone options to maintain pure feeder patterns if possible.

2. LIST ANY PARTNERSHIPS IN WHICH YOUR ORGANIZATION HAS SOME OWNERSHIP AND LIST THE CATEGORIES OF WORK THOSE PARTNERS NORMALLY PERFORM.

N/A

Long-Range Facility Planning

Long-range facility planning is critical, and it is this area that very few firms have the ability to adequately address. The district can benefit from a comprehensive facilities master plan that can reasonably accommodate the needs for additional educational space, growth or decline in enrollment, and other district education needs, while reducing deferred maintenance backlog within the prescribed funding limitations.

Educational Adequacy

An Educational Adequacy Assessment evaluates existing campuses and their ability to support curriculum instruction. VLK's Education Planning Experts Evaluate each teaching environments ability to meet curriculum goals. The programming, district standards, and functional capacity serve as the foundation to establish adequacy needs.

Facility Assessments

The Facility Condition Assessment evaluates the general physical health of facilities by identifying and prioritizing the efficiencies that require correction for long term use of the campus. Inspections are typically organized into architectural, mechanical, electrical, plumbing, ADA, roofing, life safety, and technological disciplines and typically include all of the major Construction Specifications Institute (CSI) divisions. At the conclusion of the building condition assessment, renovation requirements are collected into renovation costs for each campus facility.

Additional Value-Added Services

Architectural design	Educational Specifications	Interior Design
Technical Specifications	Bond Promotion Services	Visualization
Construction Documents	Long-Range Facility Plans	Sustainability
Construction Administration	Programming and Master Planning	Wayfinding

Due Diligence

VLK works with 23 Fast Growth School Coalition member districts across the state, and we have an unsurpassed understanding of the challenges districts such as Frisco face in identifying potential sites in meeting population growth that is aligned with feeder patterns. Our process not only looks at enrollment projections but existing and planned roadway and utility infrastructure, zoning, topography, easements and stormwater systems with the goal of identifying sites that are of the best value to the district considering these influencing factors that support the campus grade level and associated activities.

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Quality Assurance & Quality Control

For VLK, the essence of quality assurance requires thorough documentation of project requirements and decision making, timely dissemination to the entire project team and confirmation that these requirements and decisions are incorporated into the contract documents. Regular project team design review and coordination meetings are scheduled throughout the development of the design and construction documents to facilitate the QA process. Additionally, our Quality Assurance Director, will work with the Principal-in-Charge and the design team to review the design of the project as it progresses to ensure the requirements of the client are being met. Documentation from previous meetings is reviewed for compliance with decisions and directives from the client and users. We understand that each client may have specific needs for their project, so VLK will tailor our QA process as best meets the needs of a given client.

At the completion of construction documents, a full-size set of documents including specifications are provided to a project architect in our office who did not work on the project. This experienced architect reviews the documents, sheet by sheet, checking dimensions, detail references, coordination with consultant documents, thoroughness of detailing, material applications, specification requirements, and constructibility, etc. Our quality assurance process success is measured by our Quality Assurance Director's monitoring of RFIs, change directives, and change orders on our projects during construction.

Vision Casting in Offering Memorandum

VLK's visualization studio, VLK XD (Experience Design), pushes the boundaries of exploration in the design process through the creation of renderings, animations, visual reality experiences, and 360-degree facility tours.

A multitude of software platforms and drone technologies allow clients to experience all facets of a project in an immersive environment prior to and after a design is complete. Allowing our clients to showcase their developments, projects, and spaces in a way that transcends the boundaries of two-dimensional imagery. We move you and your clients beyond the image on the screen and INTO the project for an immersive experience. Harvest MXD principles have worked in conjunction with VLK to produce these enhanced marketing documents, with the result being each developer has constructed or proposed projects similar to the vision casting, and have subsequently maximizing land value for our clients.

WHERE MULTIMEDIA TECHNOLOGY MEETS GROUNDBREAKING PROJECTS



Our visualization studio, XD (Experience Design), pushes the boundaries of exploration in the design process through the creation of renderings, animations, virtual reality experiences and 360-degree facility tours. A multitude of software platforms and drone technologies allow clients to experience all facets of a project in an immersive environment prior to and after a design is complete.

These visualization tools allow our clients to showcase their developments, projects, and spaces in a way that transcends the boundaries of two-dimensional imagery. We move them and their stakeholders beyond the image on the screen and INTO the project for an immersive experience.

3.A. HAS YOUR ORGANIZATION EVER FAILED TO COMPLETE ANY WORK OR CONTRACTED SERVICE AWARDED TO IT?

No

3.B. ARE THERE ANY JUDGMENTS, CLAIMS, ARBITRATION PROCEEDINGS OR SUITS PENDING OR OUTSTANDING AGAINST YOUR ORGANIZATION OR ITS OFFICERS?

No

3.C. HAS YOUR ORGANIZATION FILED ANY LAWSUITS OR REQUESTED ARBITRATION OR MEDIATION REGARDING REAL ESTATE BROKERAGE SERVICES CONTRACTS WITHIN THE LAST FIVE YEARS?

No

3.D. WITHIN THE LAST FIVE YEARS, HAS ANY OFFICER OR PRINCIPAL OF YOUR ORGANIZATION EVER BEEN AN OFFICER OR PRINCIPAL OF ANOTHER ORGANIZATION WHEN IT FAILED TO COMPLETE A REAL ESTATE BROKERAGE SERVICES CONTRACT?

No



4. CURRENT WORK: LIST THE MAJOR REAL ESTATE BROKERAGE SERVICES PROJECTS YOUR ORGANIZATION HAS IN PROGRESS. HOW LONG HAS YOUR FIRM SERVED THE COMMERCIAL REAL ESTATE INDUSTRY?

VLK's Chris Harden is currently working with the Town of Addison, the City of Colleyville, Dallas Area Rapid Transit, and Lewisville ISD as a real estate broker and strategic real estate advisor. He is also currently working on Public-Private-Partnerships with the City of Arlington.

We understand that no two public organizations are alike. Our professionals understand how to work within the confines of budget shortfalls, political optics, internal and external customer needs, disparate property holdings, and stakeholder scrutiny. Our comprehensive approach results in better decision-making support, enhanced inter-departmental coordination, higher levels of efficiency, and opportunities for continuous improvement at all stages of the real estate life cycle. These transactions require the highest level of competence unique sensitivity and depth of understanding for the multiple stakeholders involved.

Chris Harden and his team specialize in providing strategic real estate solutions in select urban and suburban markets throughout DFW, Texas. Our core team has decades of experience providing unparalleled advisory services to a variety of real estate owner including ISD's, transit agencies, cities, universities, private investors, partnerships, family offices, REITs, pension funds, life insurance companies, publicly traded companies, and other governmental agencies. We have established a proven track record of executing on some of the most complex real estate transactions in the industry including earnouts, phased takedowns, forward commitments, long term ground leases and public private partnerships. Each solution is tailored to meet the goals and objectives of our valued clients. Since 2015 our team has transacted on nearly \$2 billion and over 4 million square feet of urban and mixed-use real estate.



5. WORK OVER LAST 5 YEARS: LIST MAJOR PROJECTS (SPECIFICALLY EDUCATIONAL PROPERTIES OR FACILITIES) FOR WHICH YOUR FIRM HAS PROVIDED REAL ESTATE BROKERAGE SERVICES OVER THE LAST 5 YEARS. FOR EACH PROJECT, PROVIDE THE NAME, NATURE OF THE PROJECT/FUNCTION OF THE BUILDING, SIZE, LOCATION, COST, COMPLETION DATE, OWNER, AND THE MANNER IN WHICH SERVICES WERE CARRIED OUT.

VLK’s real estate specialists have extensive experience working on high profile transactions for educational institutions and public agencies. We advise on real estate opportunities and craft strategies to maximize value to school districts and other public agencies, while maintaining a focus on the values, mission, and long-term objectives of these institutions. From early childhood learning through higher education, our team collaborates with key leaders to develop and execute acquisition, disposition, development, financing, and project management of publicly held real estate.

We recognize that no two public organizations are alike. Our professionals understand how to work within the confines of budgets, political optics, internal and external customer needs, disparate property holdings, and stakeholder scrutiny. Our comprehensive approach results in better decision-making support, enhanced interdepartmental coordination, higher levels of efficiency, and opportunities for continuous improvement at all stages of the real estate life cycle. These transactions require the highest level of competence, unique sensitivity, and depth of understanding for the multiple stakeholders involved.

Since 2015, our team has sold over \$2 billion of real estate including retail, office, industrial, mixed-use, and land. We have sold over \$275 million of land representing over \$4 billion of development value. We have extensive experience working with product specific developers in most product types.

\$492 MILLION

“Unlocked”
value for 12
LISD surplus
properties
within five years

\$8.8M

year one new property tax
revenue generated for LISD (est.)

\$70M

Immediate revenue
generated for LISD
(realized)

\$419M

30-yr new property tax revenue
generated for LISD (est.)
(\$206 million NPV at 4.5% discount
rate, 3.00% annual growth rate)

Assignment Name	Address	City	State	ZIP	Status	Rep	Sale Date	Land Area (AC)	Seller	Buyer
LISD Portfolio	400 W. Main Street	Lewisville	TX	75057	SOLD	Seller	Jun-19	3.480	Lewisville ISD	Oppenheimer Holdings
Mockingbird Station	5465 E Mockingbird Lane	Dallas	TX	75206	SOLD	Seller	Oct-19	8.000	DART	High Street Residential
LISD Portfolio	5729 Memorial Drive	The Colony	TX	75056	SOLD	Seller	Oct-19	17.710	Lewisville ISD	Arcadia
LISD Portfolio	2601 Harlington Drive	Highland Village	TX	75077	SOLD	Seller	Jun-20	23.470	Lewisville ISD	David Weekley
LISD Portfolio	4667 Warmington Drive	Carrollton	TX	75454	SOLD	Seller	Jul-20	28.490	Lewisville ISD	Arcadia
LISD Portfolio	2561 FM 544	Lewisville	TX	75056	SOLD	Seller	Jul-20	24.660	Lewisville ISD	Arcadia
LISD Portfolio	2552 College Parkway	Flower Mound	TX	75028	SOLD	Seller	Aug-20	8.300	Lewisville ISD	Mustang Creek
City of Garland	2720 Elm Grove	Sachse	TX	75098	SOLD	Buyer	Aug-20	76.366	HSB Holdings	City of Garland
LISD Portfolio	1450 W. Valley Ridge	Lewisville	TX	75077	SOLD	Seller	Sep-21	9.250	Lewisville ISD	Sparrow Partners
LISD Portfolio	701 S. Charles Street	Lewisville	TX	75057	SOLD	Seller	Sep-21	4.480	Lewisville ISD	Elite Residences
LISD Portfolio	1330 Long Prairie Rd.	Flower Mound	TX	75028	SOLD	Seller	Dec-21	79.620	Lewisville ISD	Toll Brothers
MVAH Plano Housing	2501 & 2505 K Avenue	Plano	TX	75080	SOLD	Buyer	Dec-21	3.298	City of Plano	MVAH and Plano Housing Authority
Rockwall ISD	N Country Lane & Stodgehill	Rockwall	TX		SOLD	Buyer	Nov-22	189.000	Private	Rockwall ISD
Addison Circle TOD	4801 Arapaho Rd.	Addison	TX	75001	Pending	Seller		18.000	Town of Addison	



Location: 201 E Abram Street, Arlington, TX
Structure: Purchase and Sale
Project Size: 4.55 acres
Prop. Uses: Mid-rise multifamily
Services: Investment Sale, Development Strategy, & Developer Procurement
Contract Size: Ongoing / Withheld



Town of Addison
Location: Addison Transit Center
Structure: 99-year ground lease, purchase and sale, P3 incentives, interlocal agreement
Size: 18.5 acres; ±\$500 million mixed-use TOD
Services: P3 and Incentives Negotiations, Development Strategy, TOD RFP Solicitation & Developer Procurement



City of Richardson
Location: Arapaho Station
Structure: 99-Year Ground Lease & P3 incentives, interlocal agreement
Size: ±14.47acres; ±\$300 million mixed-use TOD (COR did not proceed)
Services: P3 and Incentives Negotiations, Development Strategy, TOD RFP Solicitation & Developer Procurement



Dallas Area Rapid Transit (DART)
Location: Mockingbird Station E
Structure: 99-Year Ground Lease
Size: 11 acres; ±\$350 million mixed-use TOD
Services: P3 and Incentives Negotiations, Development Strategy, TOD RFP Solicitation & Developer Procurement



2828 HASKELL (THE CENTRAL)

Xerox Corporation/Conduent
Location: Directly north of Cityplace/Uptown Station
Structure: Purchase and Sale
Size: 10.46 acres; ±\$2.5 billion mixed-use development upon completion
Services: Investment Sale, Development Strategy, RFP Solicitation & Developer Procurement



K AVENUE LOFTS AT PARKER STATION

Pivotal & Plano Housing Authority
Location: 2505 K Ave, Plano, TX (Parker Station)
Structure: 99-Year Ground Lease & Purchase and Sale
Size: ±5 acres; ±\$50 million mixed-use TOD
Services: Investment Sale, Ground-Lease negotiations, Development Strategy



1000 JONES ST. AT CENTRAL STATION

Bank of America
Location: 1000 Jones St, Fort Worth, Texas across from Central Station in downtown
Structure: Purchase and Sale
Size: 1.7 acres; ±\$120 million mixed-use TOD
Services: Investment Sale, Development Strategy, & Developer Procurement



TURTLE CREEK CONDO ASSOCIATION

Location: 2525 Turtle Creek Blvd, Dallas, TX
Structure: Purchase and Sale
Project Size: 4.446 acres; ±\$250 million
Prop. Uses: High-rise multifamily, 664 units
Services: Investment Sale, Development Strategy, & Developer Procurement
Contract Size: Withheald

VLK IS PROUD TO HAVE WORKED WITH NUMEROUS SCHOOL DISTRICTS OVER THE PAST FIVE YEARS, INCLUDING THE BELOW:

Aledo ISD	Dripping Springs ISD	Lamar CISD	Texas Women's University
Allen ISD	Eagle Mountain-Saginaw ISD	Leander ISD	Temple ISD
Argyle ISD	ESC Region 10	Lewisville ISD	Terrell ISD
Arlington ISD	ESC Region 11	Liberty Hill ISD	Tomball ISD
Austin ISD	Florence ISD	Lockhart ISD	Tuloso-Midway ISD
Azle ISD	Fort Bend ISD	Medina Valley ISD	University of North Texas
Bastrop ISD	Fort Worth ISD	Midlothian ISD	Waller ISD
Beeville ISD	Frisco ISD	Mineral Wells ISD	Waxahachie ISD
Bells ISD	Galena Park ISD	New Caney ISD	White Settlement ISD
Birdville ISD	Garland ISD	Pecos-Barstow-Toyah ISD	Willis ISD
Brazosport ISD	Gonzales ISD	Pilot Point ISD	Ysleta ISD
Carrollton-Farmers Branch ISD	Grandview ISD	Plano ISD	
Clear Creek ISD	Houston ISD	Port Neches-Grove ISD	
Cleveland ISD	Hurst-Euless-Bedford ISD	Prosper ISD	
Comal ISD	Hutto ISD	Richardson ISD	
College Station ISD	Iowa Park CISD	Rockwall ISD	
Columbus ISD	Irving ISD	Round Rock ISD	
Conroe ISD	Judson ISD	Royse City ISD	
Corsicana ISD	Katy ISD	San Antonio ISD	
Crowley ISD	Kaufman ISD	San Marcos CISD	
Cypress-Fairbanks ISD	Keller ISD	Sanger ISD	
Dallas ISD	Klein ISD	Sherman ISD	
Denton ISD	Lake Dallas ISD	Socorro ISD	
Driscoll ISD	Lake Travis ISD	Spring ISD	

“It takes a village to raise a school. Hand-crafted, expert partnerships are key, and VLK is one of those rare partners that strives to understand the whole picture and provide guidance at every step.”
Dr. Jamie Wilson
Superintendent Emeritus, Denton ISD

6. WHAT TYPE OF COMMERCIAL PROPERTIES DO YOU SPECIALIZE IN?

VLK specializes in providing strategic real estate solutions in select urban and suburban markets throughout North Texas. Our core team has decades of experience providing unparalleled advisory services to a variety of real estate owner including school districts, transit agencies, cities, universities, private investors, partnerships, family offices, REITs, pension funds, life insurance companies, publicly traded companies, and other governmental agencies. We have established a proven track record of executing on some of the most complex real estate transactions in the industry including earnouts, phased takedowns, forward commitments, long term ground leases and public private partnerships. Each solution is tailored to meet the goals and objectives of our valued clients. Since 2015 our team has transacted on nearly \$2 billion and over 4 million square feet of urban and mixed-use real estate.

7. EXPLAIN HOW YOUR FIRM FORECASTS AND ANALYZES LOCAL MARKET NEEDS AND TRENDS:

We utilize industry standard commercial real estate platforms and technology including CoStar, Loopnet, Crexi, Placer.ai, and Argus to provide evidence-based forecasts and assumptions using historical data. We take pride in providing each client with a thoughtful analysis and recommendation specific for each tract of real estate.

8. EXPLAIN HOW YOUR FIRM APPROACHES NEGOTIATIONS WITH PROPERTY SELLERS/BUYERS:

VLK approaches each conversation and negotiation thoughtfully with our client’s goals and objectives in mind. Prior to substantive discussions with prospective buyers, our team discusses internally tactics and strategy for each conversation with consideration given to our clients goals and objectives.

9. BASED ON YOUR EXPERIENCE WITH SALES OF GOVERNMENT-OWNED REAL ESTATE, PLEASE SUMMARIZE THE STEP-BY-STEP PROCESS FROM ENGAGEMENT OF SERVICES TO CLOSING:

TYPICAL EXECUTION TIMELINE		
PRE-MARKETING ±3-4 WEEKS	FORMAL MARKETING ±5-6 WEEKS	BIDDING AND CLOSING ±4-5 WEEKS
Provide marketing strategy, offering materials and due diligence documentation necessary to achieve desired results	Promote and position property to a targeting audience, employing selling strategies to attract buyer interest	Efficiency work with selected buyer(s) to achieve a timely close on optimal terms, and finalize all documentation.
EVENTS		
<ul style="list-style-type: none">Detailed marketing strategyDraft legal documentsMarketing materialsSet up due diligence virtual deal room (VDR)Long list investorsSend offering announcements	<ul style="list-style-type: none">Manage due diligenceBroad market outreachSet bid deadlineTargeted e-marketing and calling campaignProvide marketing update reports throughout process	<ul style="list-style-type: none">Competitive bidding (multiple rounds as necessary)Select preferred buyer(s)Negotiate documentsSign contractsClosing support
KEY MILESTONES		
<ul style="list-style-type: none">Complete marketing materials	<ul style="list-style-type: none">Launch marketing campaign	<ul style="list-style-type: none">Receive bidsSelect buyerClosing
DELIVERABLES		
<ul style="list-style-type: none">Marketing materialsDraft legal documents	<ul style="list-style-type: none">Consistent and transparent marketing update reports	<ul style="list-style-type: none">Bid analysisSigned/executed contractsClose transaction

10. HOW WOULD YOU BEST DESCRIBE THE CURRENT LOCAL MARKET CONDITIONS FOR COMMERCIAL REAL ESTATE:

There is a bifurcation of the local market environment compared to the macroeconomic environment. The local dynamics are as strong as they’ve ever been with strong in-migration, corporate campus relocations and natural population growth, while the macroeconomic environment provides headwinds such as high interest rates, high inflation, and subsequently elevated construction costs. These macroeconomic headwinds make it difficult for development to occur, which will cause tightening vacancy rates and increase rents across the metroplex and more specifically in Frisco. Developers and investors continue to have a bullish outlook with these fundamentals in mind.

11. EXPERIENCE WITH FRISCO ISD (IF ANY):

VLK is proud to have worked with Frisco ISD since 2019 providing architectural services on various projects.

12. DESCRIBE HOW YOUR FIRM PROVIDES STRONG OWNER/SELLER REPRESENTATION WHEN WORKING WITH POTENTIAL BUYERS:

We begin every assignment with a full understanding of our client’s goals and objectives. This may require an in-depth analysis of existing facilities and/or excess land holdings, determining the highest and best use of the assets, estimating their value in the marketplace, making presentations with recommendations, and then executing transaction(s) based upon those recommendations. We typically have a two-step process which starts with Planning & Strategy. Once we have consensus on the Planning & Strategy direction we pivot to Transaction Execution.

- Our approach is focused on these two phases which will help guide FISD through two primary processes:
- Presenting findings to FISD executive leadership, and securing board approval of a real estate strategy.
 - Executing the transaction(s) that embody the approved strategy and maximize FISD’s objectives.

We accomplish this by guiding FISD through the following steps:

We begin every assignment with a full understanding of our client’s goals and objectives. This may require an in-depth analysis of existing facilities and/or excess land holdings, determining the highest and best use of the assets, estimating their value in the marketplace, making presentations with recommendations, and then executing transaction(s) based upon those recommendations. We typically have a two-step process which starts with Planning & Strategy. Once we have consensus on the Planning & Strategy direction we pivot to Transaction Execution.

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- Presenting findings to FISD executive leadership, and securing board approval of a real estate strategy.
 - Executing the transaction(s) that embody the approved strategy and maximize FISD’s objectives.

We accomplish this by guiding FISD through the following steps:

PART 1: PLANNING & STRATEGY

STEP 1: Situation Analysis

The VLK team will help define and quantify FISD’s real estate needs, evaluate the real estate that FISD currently owns, collect all due diligence information on most properties and frame the decision criteria by which any alternative courses of action will be evaluated (i.e. hold, sell, reposition, etc.). This step may include building and site visits, along with meetings with key members of FISD’s team to further understand the qualitative and quantitative objectives and key decision drivers.

Based upon this information, VLK will create an initial analysis presentation intended to include a summary of the data collected (i.e., zoning, comparative sales, detail of building/land valuation, etc.) and market value for the subject properties all in preparation for the next step.

STEP 2: Strategy Development

VLK will define, analyze and comparatively evaluate the portfolio of properties.

This phase will:

- Provide a comparative ranking of each property based on the metrics that are important to FISD
- Create tranches of properties – high, medium, and low priority
- Steps that need to be taken for each property to be “market ready”
- Determine the highest and best use for each property and the amount of time and/or capital expenditure needed to achieve the desired outcome
- Determine if properties should be sold as a portfolio or as individual assets
- Create a List of targeted investor types per property (i.e. user, investor, developer, etc.)
- Create a timeline for execution

The outcome of Part 1 leads to developing a recommended strategy for action in the next step.

STEP 3: Recommendation and Approvals

Prepare a business case presentation for the board that includes:

- A summary of the study we provided to staff
- A description of the process, tools and methods we used to arrive at the recommended strategy
- The insights derived from the research and analysis completed
- The expected sales price of the property or portfolio of properties and the positive/negative attributes or challenges that may impact the price (if any)
- The factors that influenced our recommendations
- A detailed schedule and timeline of the steps required to complete the execution portion of the assignment

The project team will help facilitate internal consensus and approval of the recommended real estate strategy, finalized presentation materials for use in FISD’s internal meetings and prepare presentation(s) to the board of the recommended strategy (as needed).

PART 2: TRANSACTION EXECUTION

VLK will implement Marketing strategy designed to maximize FISD’s objectives as approved in Part 1.

STEP 1: Market the Property

We will begin implementing out marketing strategy for the Properties. Offering Materials will include:

OFFERING ANNOUNCEMENT. The offering announcement initiates early interest in the property. While our team performs premarketing due diligence, we will distribute an offering announcement to prospective buyers. The offering announcement will provide a non-confidential overview of the property, the location, discussions of the offering terms, and a summary of the investment opportunity. In our experience, this preview generates interest and engagement within the target market, thereby generating greater and more immediate attention to free memorandum upon release. The objective is to narrow the actual marketing time and generate maximum exposure to the opportunity.

OFFERING MEMORANDUM. Whereas the offering announcement offers a surface glimpse of the asset and opportunity, the offering memorandum, provided upon execution of a confidentiality agreement by the prospective buyer, includes a detailed insight package as a high-end document. The memorandum will provide thorough information on the property, ground level and aerial photographs, an overview of the micro- and macro-markets, with lease and sale comparables, and enough physical, market, economic, and demographic information for a prospective buyer to completely underwrite the property. A formal offering memorandum will also reflect the core themes that the VLK team, in cooperation with FISD, determines to emphasize.

E-MARKETING. VLK will create custom web presentations, marketing announcements, confidential offering memorandums, and due diligence materials, which are published on a secure password-protected, branded website for controlled use by invited investors.

The key aspects of the market process include:

- Creating a competitive bidding environment among prospective buyers
- Personal marketing aimed at key decision makers
- Creating momentum among prospective buyers by limiting time to make offers
- Fostering strong pricing expectations by encouraging wide interest in the transaction
- Identifying any due diligence issues early and forcing bidders to price the effect of these issues within the competitive process
- Generating interest in quotes from alternate markets (e.g. developer versus end users) to facilitate pricing and closing on the most favorable basis

STEP 2: Bidding and Closing

VLK’s ability to orchestrate and control the bidding and closing process ensures that the maximum price is achieved, that a qualified buyer completes due diligence promptly and smoothly, and that FISD’s interests are protected at all times.

Our approach includes the following:

- Control due diligence and closing processes, assuring maintenance of highest bid price and discouraging retrading
- Employ a soft bid deadline to give maximum flexibility until preliminary market feedback is assessed
- Call for offers in keeping with markets enthusiasm
- Analyze offers and conduct intensive bidder interviews
- Provide FISD with detailed analysis of each bid and prospective buyer organization
- Select primary and backup offers and maintain interest of backup bidders
- Require contract markups of bidders during final round
- Negotiate letter of intent and purchase and sale agreements
- Monitor buyers progress with the lending community, if applicable
- Assist FISD’s legal team throughout

13. PROVIDE SPECIFIC EXAMPLES OF INNOVATIVE MARKETING APPROACHES YOU HAVE UTILIZED FOR SIMILAR PROPERTIES:

We use data driven marketing efforts to reach the buyers for the highest and best use. We use proprietary data sources gathered over the course of our \$2.5 billion in transactions and have access to national markets. Further, we do not simply wait for the phone to ring, we actively create a market and are tenacious in our calling campaign to targeted buyers which maximizes the real estate values for our clients.

14. DESCRIBE YOUR UNDERSTANDING OF LEGAL REQUIREMENTS SPECIFICALLY APPLICABLE TO TEXAS SCHOOL DISTRICT PROPERTY TRANSACTIONS:

Our core team has unrivaled understanding of legal requirements gained through relevant, recent experience with other public sector clients. We believe this experience will be a benefit to FISD in ultimately exceeding your goals for this assignment and our greatest strength is the team that we have thoughtfully handpicked for this assignment. This specific team assembled represented Lewisville Independent School district on the disposition of an 11-property portfolio in selling, nearly \$70 million in value realized for LISD. In addition, this team represented Dallas Area Rapid Transit (DART) in evaluating their portfolio of 44 properties adjacent to DART stations and oversaw the execution of a 99-year ground lease at Mockingbird Station, an 11-acre site that will be developed into a \$350 million mixed-use site over 4 phases. Our core team also is currently representing the Town of Addison for the Addison Circle expansion of 18 acres adjacent to the Addison Circle Transit Center, where we have successfully negotiated a nearly \$500 million mixed-use, multi-phase project.

SECTION 5: TECHNOLOGY AND DATA ANALYSIS



TECHNOLOGY & DATA ANALYSIS

DESCRIBE HOW YOUR FIRM UTILIZES TECHNOLOGY AND DATA ANALYTICS IN ITS APPROACH TO DETERMINING:

- MARKET PRICE OF A GIVEN PROPERTY
- MARKET OPPORTUNITIES OF POTENTIAL BUYERS
- EXPANSION OF MARKET OPPORTUNITIES FOR A GIVEN PROPERTY
- CURRENT MARKET TRENDS AND FUTURE PROJECTIONS

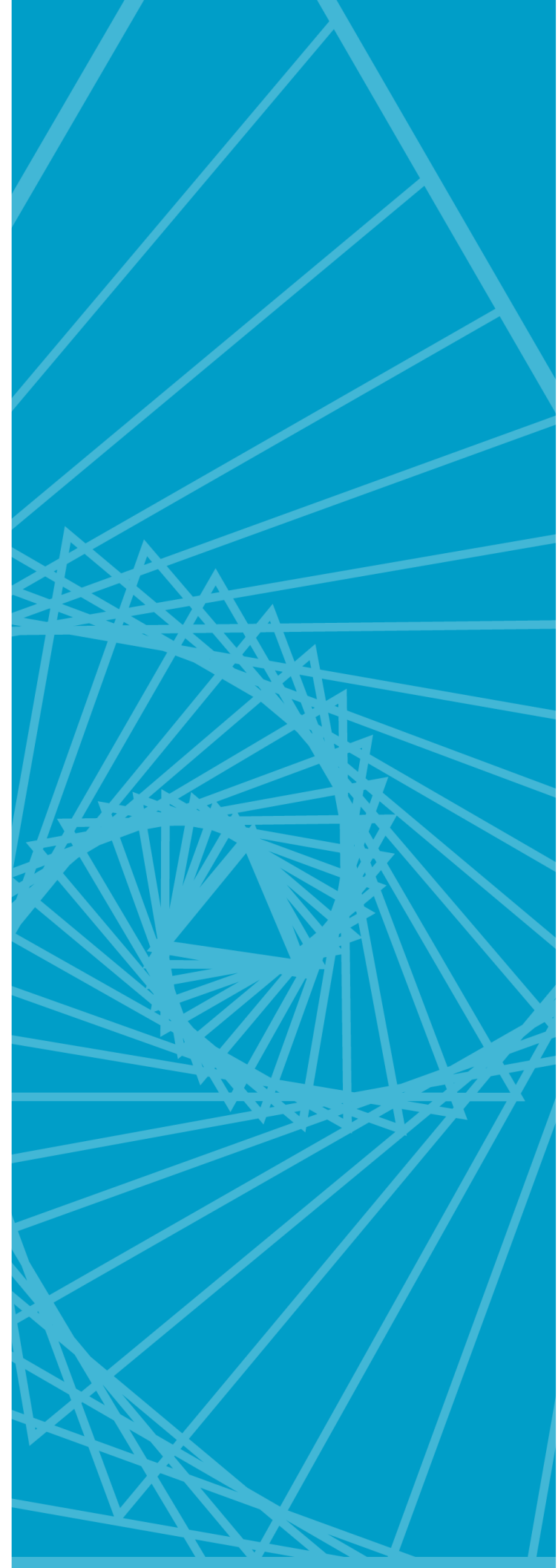
VLK has considerable data resources available through its appraiser network along with software to understand user trends, demographics, visitation patterns and hours individuals are active, to help target the marketing of properties to a specific user. Our team leverages our unmatched experience in producing pricing recommendations for our clients. We have in-depth understanding of what developers and users need to be successful, the benefit to FISD being that we understand the goals and objectives of the buyers and can leverage that knowledge to significantly improve pricing for FISD.

We have access to all major real estate platforms and technology including Costar, Loopnet, Crexi, Placer.ai, and Argus. We have the following in-house capabilities:

- Corporate Capital Markets
- Capital Markets
- Research Analytics
- Investment Sales
- Tenant Representation
- Strategic Real Estate Advisory
- Public-Private Partnerships
- Entitlements & Incentives
- Structured Finance



SECTION 6: FINANCIAL INFORMATION



FINANCIAL INFORMATION

1. ATTACH A FINANCIAL STATEMENT, PREFERABLY AUDITED, INCLUDING YOUR ORGANIZATION'S LATEST BALANCE SHEET AND INCOME STATEMENT.

Financial Statements

Please see the following pages for VLK's financial statements for the prior fiscal year.

We kindly ask that you do not copy nor distribute this information, as VLK is a privately held firm.

2. PROVIDE NAME, ADDRESS, PHONE FOR BANK REFERENCE.

Bank Reference

Kurt Schaal, President

600 N Pearl Street, 25th Floor, Dallas, TX 75201

817.235.5951

3. DISCLOSE ANY FINANCIAL RELATIONSHIPS WITH POTENTIAL BUYERS THAT MIGHT CONSTITUTE A CONFLICT OF INTEREST:

N/A



VLK ARCHITECTS, LLC
BALANCE SHEET
DECEMBER 31, 2024

ASSETS

Current assets:

Cash and cash equivalents	\$	36,276,313	
Accounts receivable, net		11,260,632	
Federal income tax recievable		896,631	
Prepaid expenses		733,079	
Total current assets			\$ 49,166,655
Deposits			153,968
Deferred federal income taxes			2,621,586
Property and equipment, net			5,938,690
Operating lease right-of-use asset			16,629,362
Other assets			153,651
	\$		<u>74,663,912</u>

LIABILITIES AND EQUITY

Current liabilities:

Accounts payable	\$	6,674,146	
Accrued liabilities		12,356,232	
Client prepayments		20,560	
Operating lease liabilities, current portion		855,831	
Total current liabilities			\$ 19,906,769
Long-term liabilities:			
Operating lease liabilities, net of current portion	\$	16,266,732	
Total long-term liabilities			\$ 16,266,732
Shareholders' equity:			
Retained earnings		38,490,411	
	\$		38,490,411
	\$		<u>74,663,912</u>

VLK ARCHITECTS, LLC
STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2024

REVENUE	\$ 182,717,569
COST OF REVENUE	<u>85,385,019</u>
Gross profit	97,332,550
OPERATING EXPENSES	39,829,893
Operating income	57,502,657
OTHER INCOME AND (EXPENSES)	
Interest income	355,153
Investment loss	<u>(137,000)</u>
	218,153
NET INCOME BEFORE INCOME TAXES	\$ 57,720,810
FEDERAL INCOME TAX PROVISION (BENEFIT)	
Current	4,603,369
Deferred	(5,829,620)
	(1,226,251)
NET INCOME BEFORE INCOME TAXES	\$ 58,947,061
BEGINNING EQUITY	\$ 8,584,158
Contributions	6,280,893
Distributions	(35,875,414)
ESOP adjustment	553,713
ENDING EQUITY	<u>\$ 38,490,411</u>

SECTION 7: CONFLICT OF INTEREST AND ETHICS

CONFLICTS OF INTEREST & ETHICS

1. COMPLETE THE CONFLICT OF INTEREST QUESTIONNAIRE FOUND IN THE FRISCO ISD VENDOR APPLICATION AS REQUIRED BY TEXAS LOCAL GOVERNMENT CODE CHAPTER 176.

Please see the 'Section 13: Forms' for VLK's Conflict of Interest Questionnaire.

2. DISCLOSE ANY BUSINESS OR PERSONAL RELATIONSHIPS WITH DISTRICT BOARD MEMBERS, EMPLOYEES, OR OFFICIALS THAT MIGHT CREATE AN APPEARANCE OF IMPROPRIETY OR CONFLICT OF INTEREST:

VLK and its principals have no relationships with district board members, employees or officials that might create an appearance of impropriety or conflict of interest.

3. DISCLOSE ANY CURRENT OR POTENTIAL REPRESENTATION OF CLIENTS INTERESTED IN PURCHASING DISTRICT PROPERTIES OR WHO OWN PROPERTY ADJACENT TO DISTRICT-OWNED PROPERTIES:

VLK and its principals have no relationships with buyers that own property adjacent to district-owned properties.

4. DISCLOSE IF YOUR FIRM OR ANY KEY TEAM MEMBERS HAVE PREVIOUSLY REPRESENTED BUYERS/LESSEES IN TRANSACTIONS WITH FRISCO ISD:

VLK and its principals have no current or prior relationship with buyers or lessees in transactions with Fisd.

5. DESCRIBE YOUR FIRM'S POLICIES AND PROCEDURES FOR IDENTIFYING AND MANAGING POTENTIAL CONFLICTS OF INTEREST DURING A TRANSACTION:

VLK works to maintain the highest level of integrity for our clients and ourselves. We achieve this by working diligently to hire individuals who share that strong sense of integrity. Prior to any engagement, we identify any conflict of interest or appearance of conflict and discuss that with our potential clients. If needed, we would recuse ourselves from that assignment.

6. CONFIRM YOUR UNDERSTANDING THAT YOU MAY NOT REPRESENT BOTH THE DISTRICT AND A POTENTIAL BUYER/LESSEE IN THE SAME TRANSACTION:

Confirmed

7. DESCRIBE HOW YOUR FIRM HANDLES SITUATIONS WHERE YOUR REPRESENTATION OF OTHER CLIENTS MIGHT COMPETE WITH OR IMPACT THE DISTRICT'S INTERESTS:

We would recuse ourselves from any assignment that had a conflict of interest of the appearance or a conflict of interest.

8. DISCLOSE ANY AFFILIATIONS WITH DEVELOPERS, CONSTRUCTION COMPANIES, OR OTHER ENTITIES THAT MIGHT HAVE INTEREST IN DISTRICT PROPERTIES:

VLK has no affiliations with developers, construction companies, or other entities that may have an interest in district properties.

9. AFFIRM YOUR COMMITMENT TO PROVIDE WRITTEN NOTICE TO THE DISTRICT WITHIN 7 DAYS IF ANY CONFLICT OF INTEREST ARISES DURING THE CONTRACT TERM:

Confirmed

10. DESCRIBE ANY SITUATIONS IN THE PAST FIVE YEARS WHERE YOUR FIRM HAS HAD TO WITHDRAW FROM REPRESENTING A CLIENT DUE TO CONFLICTS OF INTEREST:

VLK has not had to recuse itself from a representation agreement due to a conflict of interest.

SECTION 8: PERSONNEL

PERSONNEL

1. IDENTIFY AND PROVIDE A RESUME AND REFERENCES FOR EACH INDIVIDUAL WHO WOULD BE INVOLVED IN CARRYING OUT SERVICES TO FRISCO ISD SHOULD YOUR FIRM BE SELECTED.

Please refer to the resumes on the following pages.

2. DESCRIBE THE SPECIFIC ROLES AND RESPONSIBILITIES OF EACH TEAM MEMBER:

Please refer to the resumes on the following pages and organization chart in Section 2.

3. PROVIDE THE PROFESSIONAL QUALIFICATIONS, INCLUDING LICENSES AND CERTIFICATIONS, OF ALL TEAM MEMBERS:

Please refer to 'Section 3: question 3' for additional license information and the following pages with resumes.

4. DESCRIBE THE AVAILABILITY AND TIME COMMITMENT OF EACH TEAM MEMBER TO DISTRICT PROJECTS:

Each team member is readily available to work with FISD to achieve your goals and objectives.

5. PROVIDE EVIDENCE OF TEAM MEMBERS' KNOWLEDGE OF LOCAL REAL ESTATE MARKETS AND TEXAS SCHOOL DISTRICT PROPERTY TRANSACTIONS:

Please refer to the resumes on pages 34 through 42. Additionally, our core team represented Lewisville Independent School District on the disposition of an 11-property portfolio in selling, nearly \$70 million in value realized for LISD. This team also represented Dallas Area Rapid Transit (DART) in evaluating their portfolio of 44 properties adjacent to DART stations and oversaw the execution of a 99-year ground lease at Mockingbird Station, an 11-acre site that will be developed into a \$350 million mixed-use site over four phases. Our core team also is currently representing the Town of Addison for the Addison Circle expansion of 18 acres adjacent to the Addison Circle Transit Center, where we have successfully negotiated a nearly \$500 million mixed-use, multi-phase project.





CHRIS HARDEN
VLK Director of Real Estate Services | CEO & President, Harvest MXD

Chris Harden who leads the team has extensive experience representing many government organizations throughout Dallas-Fort Worth and Texas including his experience leading the Mockingbird Station East RFP solicitation in 2016 on behalf of the Dallas Area Rapid Transit (“DART”), the Addison Circle RFP solicitation in 2021 on behalf of the Town of Addison, and the Arapaho Station RFP solicitation in 2022 on behalf of the City of Richardson. Additionally, Mr. Harden established and led the Mixed-Use Investment Advisory practice in DFW while at Cushman & Wakefield in representing DART in their TOD initiatives which included refining DART’s existing TOD Policy and Procedures, evaluation and ranking of all DART owned property at station areas for their development potential and readiness, and assisting DART’s Economic Development efforts to ascertain the magnitude of development value around all DART light rail stations in conjunction with Dr. Terry Clower, former director of the Center for Economic Development and Research at the University of North Texas.

Relevant Experience

Lewisville ISD Real Estate Services	Kimco Realty Real Estate Services
Rockwall ISD Real Estate Services	M2G Ventures Real Estate Services
Town of Addison Real Estate Services	Pennybacker Capital Real Estate Services
Bank of America Real Estate Services	Plano Housing Authority Real Estate Services
Blackstone Real Estate Services	City of Richardson Real Estate Services
Brixmor Real Estate Services	
Conduent / Xerox Corporation Real Estate Services	
Dallas Area Rapid Transit Real Estate Services	
De La Vega Development Real Estate Services	
City of Garland Real Estate Services	
J. Small Investments Real Estate Services	

- Education**
Master of Business Administration, Texas Tech University
Master of Architecture, Texas Tech University
- Registrations**
Licensed Real Estate Broker, Texas and Colorado
Licensed Architect, Texas
- Affiliations**
LEED® AP, U.S. Green Building Council



TREY LAIRD
Principal | Long-Range Facility Planning Lead

Trey Laird will be responsible for the development of planning documents in collaboration with the project team. Trey will work directly with Chris Harden ensuring accurate and reliable information is compiled at each stage of the process.

Relevant Experience

Frisco ISD 2024 Bond Planning Staley Middle School Replacement Frisco Career & Technical Education Center – Phases I and II* Emerson High School* Memorial High School* Lebanon Trail High School* Reedy High School* Lonestar High School* Heritage High School * Liberty High School* Wakeland High School* Janice Stahly Scott Elementary School* James R. Newman Elementary School* Central Administration Building*	Allen ISD 2024 Long-Range Facility and Bond Planning
McKinney ISD McKinney High School Career and Technical Education Additions and Renovations* McKinney North High School Career and Technical Education Additions and Renovations*	Lewisville ISD Hebron High School 20-Year Refresh* Flower Mound High School 20-Year Refresh* Creekside Elementary School 20-Year Refresh* Chester Boyd Agriculture Center* Wellington Elementary School Refresh*
Richardson ISD Richardson High School Additions and Renovations* Prestonwood Elementary School Additions and Renovations* Berkner High School Additions and Renovations*	

**Indicates experience while employed with previous firm*



DANIEL MITLYNG

Vice President, Harvest MXD

Daniel Mitlyng is Vice President at Harvest MXD, supporting all functions of the business including asset management, acquisition, underwriting, and advisory. Prior to joining Harvest MXD, Mr. Mitlyng served within Cushman & Wakefield’s Land Advisory Group, providing strategic real estate advisory services to local, national, and international clients on a variety of assignments.

Relevant Experience

- Lewisville ISD**
Real Estate Services
- Rockwall ISD**
Real Estate Services
- Town of Addison**
Real Estate Services
- Bank of America**
Real Estate Services
- Dallas Area Rapid Transit**
Real Estate Services
- M2G Ventures**
Real Estate Services
- De La Vega Development**
Real Estate Services
- City of Garland**
Real Estate Services
- J. Small Investments**
Real Estate Services
- Pennybacker Capital**
Real Estate Services
- City of Richardson**
Real Estate Services
- Trademark Property Company**
Real Estate Services

Education

BBA, Real Estate Finance, University of Arkansas

Registrations

Licensed Real Estate Agent, Texas



KEVIN McGLAUN

Advisor, Harvest MXD

Kevin McGlaun of M4 Realty Advisors experience spans over 40 years and includes significant involvement in public-private partnership formation and negotiation, land development and acquisition, entitlements, and disposition. Notably, Kevin supported the development of over 1,400 acres of land in Las Colinas, led the master planning, zoning, entitlements and structuring of incentives for arguably the most notable sports oriented mixed-use developments in the nation including AT&T Stadium, and Choctaw Stadium, Victory Park, Dr. Pepper Ballpark in Frisco, and HEB Center in Cedar Park. Kevin most recently works in conjunction with the Arlington Economic Development Corporation, working to identify underutilized properties and prepare them for development or redevelopment.

Relevant Experience

- Arlington EDC**
Real Estate Services
- City of Arlington**
Real Estate Services
- Trademark Property Company**
Real Estate Services

Education

BBA, Accounting, Texas State University
BA, Finance, Texas State University

Affiliations

Certified Public Accountant
Licensed Real Estate Broker

Affiliations

Board Interim Chair, Wesley Foundation
Board Member, Arlington Convention & Visitors Bureau
Board Member, Entertainment District TIRZ #5
Urban Land Institute, Mentorship Forum, Dallas Fort Worth
Urban Land Institute, Tarrant County Executive Committee Member
Urban Land Institute, former Chair, Small Scale Development Council
Downtown Arlington Management Corporation, former Board & Executive Committee Member
City of Arlington, former Board Member, Viridian Management Municipal District
City of Arlington, former Chair, Planning & Zoning Commission
North Texas Commercial Association of Realtors, former Board Chair & President
City of Irving, former Founding Board Member, Las Colinas Marketing Alliance



Education
BA in Geography with focus on GIS and Resource Management, University of Texas, Austin

ROBERT F. “SKY” MILLER III

Vice President, Harvest MXD

Robert F. "Sky" Miller III has been a licensed real estate professional since 2005 and is dually licensed in both Texas and Colorado, specializing in acquisitions, development, adaptive re-use, and landlord/owner representation.

Relevant Experience

- Exxon**
Real Estate Services
- Chevron**
Real Estate Services
- Apache**
Real Estate Services
- EOG**
Real Estate Services
- Chesapeake**
Real Estate Services
- Trek Resources**
Real Estate Services
- HydroFlame**
Real Estate Services
- Aspen Drilling**
Real Estate Services
- BigDog Drilling**
Real Estate Services
- Endeavor Energy**
Real Estate Services
- La Escalara Ranch**
Real Estate Services
- Mcvay Drilling**
Real Estate Services
- 4M Ranch**
Real Estate Services
- King Ranch**
Real Estate Services



Education
Colorado Real Estate School

Registrations
Licensed Colorado Real Estate Broker
Colorado Real Estate License No. 100075195

ROMEO MAESTAS

Associate, Harvest MXD

Romeo serves as an Associate for Harvest MXD and possesses a robust background in real estate. He contributes valuable expertise to the Harvest MXD team while supporting the business with asset management, acquisition, and advisory services.



Education
Master of Architecture, University of Texas at Arlington, 2013
Bachelor of Science, Architecture, University of Texas at Arlington, 2010

BRAD MINTON
Associate | Experience Design Director

Brad has the unique privilege of being involved in many of the firm’s projects, using his specialized skill set to assist in the design and presentation of a project’s “experience.” Working with all project teams in the firm, leadership, and the client, Brad crafts a cohesive design statement for the project. Brad works with the entire design team, clients, and community to develop state-of-the-art project renderings, videos that capture the story behind the project, and graphics within the facilities.

Relevant Experience

- Ysleta ISD**
2015 Bond Planning
- Aledo ISD**
2017 Bond Planning
- Keller ISD**
2018 Facility Assessments
Bond Planning
- Bells ISD**
2018 Bond Planning
- Arlington ISD**
Fine Arts Complex Concept
Dan Dipert Career + Technical Center
- Allen ISD**
STEAM Center
Allen High School Additions and Renovations
- Denton ISD**
New Denton High School
Dr. Ray Braswell High School
- Brazosport ISD**
New Brazoswood High School
- Sherman ISD**
New Sherman High School
- Eagle Mountain-Saginaw ISD**
New Eagle Mountain High School
Marine Creek Middle School
- Waller ISD**
New Waller High School
- Clifton ISD**
Clifton High School New Performing Arts Center



Education
Master of Architecture, University of Texas at Arlington, 1998
Bachelor of Science in Architecture, University of Texas at Arlington, 1993

Registrations
Registered Architect, Texas Reg. No. 19411

Affiliations
American Institute of Architects,
Former Fort Worth Chapter President

CHAD DAVIS
Senior Associate | Facility Planner

As the Facility Planner, Chad will work with the stakeholders to gather and analyze project data early in the design process to ensure the project will meet Frisco ISD’s needs. He will lead this information gathering exercises and work with the Principal-In-Charge to translate complex relationships into a road map for the rest of the project’s design to follow. At each stage of the project, Chad will review the design for compliance with the goals of the established program.

Relevant Experience

- Eanes ISD**
Districtwide Long-Range Facility Planning
- Florence ISD**
Long-Range Facility Planning and Bond Planning
Florence Elementary School Replacement
- Brazosport ISD**
2019 Bond Planning
- Allen ISD**
2021 Long-Range Facility Planning
- Pecos-Barstow-Toyah ISD**
2023 Long-Range Facility Planning and Bond Planning
- Aledo ISD**
2025 Long-Range Facility Planning
- Allen ISD**
Long-Range Facility Planning Ereckson Middle School Renovations
- Argyle ISD**
Long-Range Facility and Bond Planning
- White Settlement ISD**
2021 Long-Range Facility Planning and Bond Planning
- Waxahachie ISD**
2021 Bond Planning
- Sanger ISD**
Long-Range Facility Planning and Education Specifications
- Iowa Park CISD**
2018 Facility Assessment and Bond Planning
- Brazosport ISD**
2019 Bond Planning
- Waller ISD**
2019 Bond Planning
2015 Bond Planning
- Royse City ISD**
2018 Bond Planning



Education

Bachelor of Marketing, Oklahoma State University, 2018

HALEY PEARCE

Marketing Manager

Haley serves as VLK's Marketing Manager. In her role, Haley is involved in the strategic execution of business development, client relationships, and oversees VLK's proposals and qualifications. Haley possesses a deep knowledge of the AEC industry and expertly prioritizes VLK's K-12 client needs by maintaining partnerships and coordinating a variety of client appreciation events.



SECTION 9: REFERENCES

REFERENCES

FOR THREE (3) OF THE PROJECTS LISTED ABOVE, IDENTIFY A REPRESENTATIVE OF THE OWNER (PROVIDE NAME, PHONE, EMAIL ADDRESSES) WHO COULD BE CONTACTED AS REFERENCES REGARDING YOUR FIRM'S SERVICES. AT LEAST ONE REFERENCE SHOULD BE FROM A TEXAS SCHOOL DISTRICT OR OTHER GOVERNMENTAL ENTITY:

VLK REFERENCES

Allen ISD

Dr. Robin Bullock, Superintendent
612 E. Bethany Drive Allen, TX 75002
972.727.0511 | robin.bullock@allenisd.org

Denton ISD

Dr. Susannah Holbert O'Bara, Superintendent
1307 N. Locust St. Denton, TX 76201
940.369.000 | sobara@dentonisd.org

Eagle Mountain-Saginaw ISD

Dr. Jerry Hollingsworth, Superintendent
1600 Mustang Rock Road Fort Worth, TX 76179
817.759.9204 | jhollingsworth@ems-isd.net

Crowley ISD

Randy Reaves, Chief Operations Officer
1900 Crowley Pride Drive Fort Worth, Texas 76036
817.297.5800 | randy.reaves@crowley.k12.tx.us



"It takes a village to raise a school. Hand-crafted, expert partnerships are key, and VLK is one of those rare partners that strives to understand the whole picture and provide guidance at every step."

Dr. Jamie Wilson

Superintendent - Emeritus, Denton ISD
2020 Region 11 Superintendent of the Year



HARDEN MXD REFERENCES

Town of Addison

David Gaines, City Manager
469.222.6724 | dgaines@addisontx.gov

City of Colleyville

Mark Wood, Assistant City Manager
817.503.1117 | mwood@colleyville.com

Dallas Area Rapid Transit

Jack Wierzenski, Director of Economic Development
214.749.3670 | wierzens@dart.org

City of Plano

Peter Braster, Director of Special Projects
214.766.9035 | peterb@plano.gov

Lewisville ISD

Craig Martin, Executive Director of Procurement and Contracts
972.350.4749 | martin@lisd.net

City of Arlington

Trey Yelverton, City Manager
817.459.6100 | treyyelverton@arlingtontx.gov



SECTION 10: COST, FEE STRUCTURE, & RATES



COST, FEE STRUCTURE, & RATES

- 1. PLEASE PROVIDE THE FEES AND RATES THAT THE FIRM WILL REQUIRE ON POTENTIAL SALES OF DISTRICT-OWNED PROPERTY:**

Please refer to the proposed fee structure below.
- 2. STATE ANY OTHER COSTS THE DISTRICT MAY ANTICIPATE AS IT RELATES TO THE REAL ESTATE SERVICES:**

VLK proposes a predetermined marketing and promotional budget to be paid for by FISD.
- 3. DESCRIBE THE CIRCUMSTANCES UNDER WHICH YOU WOULD EXPECT TO RECEIVE COMPENSATION, AND THOSE UNDER WHICH YOU WOULD NOT:**

VLK would expect to receive compensation at closing and funding of a real estate transaction.
- 4. PROVIDE A BREAKDOWN OF ALL FEES, COMMISSIONS, AND EXPENSES THE DISTRICT SHOULD EXPECT:**

Please refer to the proposed fee structure below.
- 5. WHAT IS A TYPICAL TIMELINE FOR COMPLETING A COMMERCIAL REAL ESTATE TRANSACTION FOR A GOVERNMENT ENTITY SUCH AS FRISCO ISD?**

Pleas refer to Section 4, Question 9.
- 6. ARE YOU FAMILIAR WITH LOCAL ZONING REGULATIONS AND LEGAL REQUIREMENTS?**

VLK professionals are familiar with understanding and navigating local zoning requirements.

BROKERAGE COMMISSION ON GROSS PURCHASE PRICE

On First Less Than \$1 Million	On Next \$1 to \$5 Million	On Next \$5 Million to \$10 Million
+6.00%	+4.00%	+2.00%
On Next \$10 Million to \$15 Million	On Next \$15 Million to \$20 Million	Greater Than \$20 Million
+1.50%	+0.75%	+0.50%

All marketing and promotional costs associated with our performance of our duties shall be borne by Owner, provided that the same are approved by Owner or are part of a budget approved by Owner.

Vision Casting and Offering Memorandum enhancement provided by us as a value add expense.

SECTION 11: TECHNOLOGY AND COMMUNICATION



TECHNOLOGY & COMMUNICATION

1. HOW DOES YOUR FIRM AND ASSOCIATES COMMUNICATE WITH CLIENTS? IS THERE USE OF AN ONLINE PLATFORM OR OTHER SOFTWARE?

VLK uses a variety of commercially standard communication methods including Microsoft Teams, Zoom, and in-person meetings.

2. DESCRIBE THE EFFICIENCY OF YOUR FIRM'S OPEN AND TRANSPARENT COMMUNICATION WITH CLIENTS:

VLK will work closely with FISD staff in preparing board presentations with thoughtful data driven recommendations. Our goal is to build consensus among stakeholders to effectively communicate the action plan to this decision-making body. We recognize that FISD's decisions will be evaluated by the news media, and as such, must be made in the best interest of its students and the communities it serves. We will ensure that staff is kept up to speed on all transaction status and activities and will provide the school board comprehensive presentations to help them understand each alternative and potential outcomes for each alternative decision so they can confidently move forward in their decision-making process.

3. PROVIDE EXAMPLES OF REPORTS AND UPDATES YOU TYPICALLY PROVIDE TO CLIENTS:

Please see the following pages for examples of previous reports.

4. DESCRIBE YOUR SYSTEM FOR DOCUMENT MANAGEMENT AND TRANSACTION TRACKING:

We store confidential property information on our cloud secured by Microsoft, one of the largest and most secure computing companies in the world, and utilize Microsoft Teams for transaction tracking.

5. HOW DO YOU ENSURE TIMELY RESPONSES TO CLIENT INQUIRIES?

We have a single point of contact (Chris Harden) who is always available to the client.

Charles Street				
1		2		4
Initial Bid		Initial Bid		Initial Bid
David Weekley		Elite Residence (TSMJV LLC)		US Prime Group
Key Terms:	As-Entitled	As-Is	As-Is	As-Entitled
Land Area (AC)	4.48	4.48	4.48	4.48
Offer Price	\$1,366,000	\$1,117,700	\$1,000,000	\$780,000
Price Per SF	\$7.00	\$5.73	\$5.12	\$4.00
Initial Earnest Money	\$75,000	\$5,000	\$10,000	\$7,500
Non-Refundable EM After Feasibility	\$10,000	-	-	-
Additional Earnest Money	\$5,000 per 30 day Entitlement Period extension	-	-	-
Feasibility Period	60 days	45 days	45 days	45 days
Feasibility Period Extension(s)	-	-	-	-
Total Feasibility Period	60 days	45 days	45 days	45 days
Feasibility Period Extension Fees	-	-	-	-
Entitlement Period	150 days	-	-	-
Entitlement Period Extension(s)	60 days	-	-	-
Total Entitlement Period	210 days	0 days	0 days	0 days
Entitlement Extension Fees	\$5,000 per 30 day extension	-	-	-
Closing Period	30 days	60 days	60 days	60 days
Closing Period Extension(s)	-	-	-	-
Total Potential Closing Period	30 days	60 days	60 days	60 days
Closing Period Extension Fees	-	-	-	-
Total Potential Contract Period	300 days	105 days	105 days	105 days
Title Commitment	20 days	20 days	20 days	20 days
Survey	45 days	30 days	30 days	30 days
Proposed Use	Townhomes	Single Family Residential and Townhomes	Townhomes	Not Addressed
Capital Structure	Not Addressed	Not Addressed	Not Addressed	Not Addressed
Zoning Contingencies	Yes	No	No	No
Notes	Buyer will pursue entitlements and planned development zoning with a base Townhome district	Plan on pulling 80-90 lots with a mix of 2, 3, and 4 bedroom single family homes - mix of townhomes and detached builds. Will offer a 5% discount to LISD employees and first responders. Aim to sell homes for between \$165 to \$175 /SF		Bid states that they are only interested in acquisition if they partnered with LISD to provide housing for LISD teachers and employees

FOR SALE

Lewisville Independent School District

SURPLUS PROPERTY

Wager Road
Marketing Update | October 2, 2020
Prepared for Lewisville ISD

MARKETING UPDATE



SUMMARY OF MARKETING EFFORTS

Cushman & Wakefield has actively been marketing the FM 2499 and Wager Road Properties for two weeks via a broker calling program coupled with an e-marketing campaign through C&W's proprietary investor database, Crexi and CoStar/Loopnet. Each property has been featured in three marketing blasts to over 3,400 investors and has over 1,200 views on CoStar/Loopnet.

There has been a strong interest to date for both properties as groups have begun underwriting and scheduling meetings with Planning officials at the Town of Flower Mound to discuss potential supported uses and density.

Over the next four weeks, our team will continue our marketing efforts and engaging in more substantive dialogue with interested parties.



ACTIVITY REPORT



Company		Contact	Status	Notes
INTERESTED				
1	Contour Development	Jim Tchoukaleff	Interested	Said he expects to submit a bid; discussing further next week.
2	David Weekley Homes	Larry Jackson / Ned Wilson	Interested	
3	DFW Land	Vijay Borra / Brent Wicker	Interested	Scheduling a mtg with Town P&Z to discuss uses and density.
4	Lennar Homes	Greg Urech	Interested	Underwriting
5	Pulte Group	Jeff Poole	Interested	Scheduling a mtg with Town P&Z to discuss uses and density.
6	Rembert Builders	Reginald Rembert	Interested	Scheduling a mtg with Town P&Z to discuss uses and density.
7	Ryan Companies	Marcy Phillips / Adam Soto	Interested	Scheduling a mtg with Town P&Z to discuss uses and density.
8	Shaddock Homes	Andrew Shaddock	Interested	
9	Skorburg Development Co.	Eric Leyendecker	Interested	Scheduling a mtg with Town P&Z to discuss uses and density.
10	The Land Group, Inc.	Debi Friedlander	Interested	Scheduling a mtg with Town P&Z to discuss uses and density.
11	Toll Brothers	Ron Robbins	Interested	Planning to submit bids on both FM 2499 & Wager Rd. They are submitting for corporate bidding approval next week.
12	Town of Flower Mound	Chuck Jennings	Interested	
REVIEWING				
13	Aegis Realty, Inc	Jim Gibbs	Reviewing	
14	Arcadia Realty	John Hodge / Bill Gietema	Reviewing	
15	Ashton Woods Homes	Daniel Slasky / Tom Houser	Reviewing	
16	Astra Development	Justin Bono	Reviewing	
17	ATH Properties	Steven Bennett	Reviewing	
18	Avalon Builders	Jim Gilbert	Reviewing	
19	Avanti Properties	Marvin Shapiro	Reviewing	
20	Barham Interests	Robert Barham	Reviewing	
21	Beazer Homes	Rik Massengale / Troy Radelet	Reviewing	
22	BET Investments	Michael Markman	Reviewing	
23	Bloomfield Homes	Don Dykstra	Reviewing	
24	BroadVail Capital Partners	Clay Paschall	Reviewing	
25	Bud Bartley Custom Homes		Reviewing	
26	Cadence Capital	Nicky Sheets	Reviewing	
27	Capstar Real Estate	John Allums	Reviewing	
28	Centurion American	Jack Dawson / Trevor Kollinger	Reviewing	
29	Classic Urban Homes	Michael Turner	Reviewing	
30	Coast Oak Group	Josh Nichols	Reviewing	
31	Crescent Communities	Brian Natwick / Brian McNally	Reviewing	
32	CSO Land Development	Chris Orr	Reviewing	
33	Dollar Flowers	Dean Flowers	Reviewing	



ACTIVITY REPORT

REVIEWING			
34	Dosch Marshall	David Claros / Robert Graf	Reviewing
35	ECM Development	Wes Homeyer	Reviewing
36	Empire Communities		Reviewing
37	Ersa Grae	Ali Ebrahimi / Vahid Tabrizi	Reviewing
38	EY Ventures	Steven Mancillas	Reviewing
39	First Texas Homes	Keith Hardesty	Reviewing
40	Gehan Homes	Jamie Rae Mitchell	Reviewing
41	GenCap Partners	Todd Thomas	Reviewing
42	Goodman Land	Steve Goodman	Reviewing
43	Grand Homes	Alan Luna	Reviewing
44	Griffon Capital Management	Rocky Ryan	Reviewing
45	Harover Properties	Ben Luedtke	Reviewing
46	Hat Trick Development, LLC	Rick Benson	Reviewing
47	HHS Residential	Mayson Meier	Reviewing
48	History Maker Homes	Nelson Mitchell Jr	Reviewing
49	Huffines Communities	Don Huffines	Reviewing
50	Integrity Groups	John Delin	Reviewing
51	JEN Partners	Mike Brady	Reviewing
52	Jim Harris Associates	Justin Welborn	Reviewing
53	John Askew Custom Homes	John Askew	Reviewing
54	Landon Homes	Patrick Iglinsky	Reviewing
55	LandPlan Development	Doug Mousel	Reviewing
56	Lantower Residential	Lance Wicker	Reviewing
57	Legacy Capital	Steve Saxon	Reviewing
58	Leon Capital Group	Aaron Ketchand	Reviewing
59	LGI Homes	Kennon Masters	Reviewing
60	Maize Partners	Clint Corn	Reviewing
61	MAW Investments	Mark Winnette	Reviewing
62	McDowell Housing Partners	Ana Padilla	Reviewing
63	Oxland Advisors	Tom Wolliver	Reviewing
64	Paravest Capital	David Heath	Reviewing
65	Perry Homes	Billy Shirley	Reviewing
66	PMB Capital	Matt Mildren	Reviewing
67	Presario Ventures		Reviewing
68	Primera Companies	Pete Richardson	Reviewing
69	Private Investor	Brett Blakey	Reviewing
70	Private Investor	AJ Babaria	Reviewing
71	Provident Realty Advisors	Nick Farris	Reviewing
72	Ray Mallick	Ray Mallick	Reviewing
73	Realty Capital	Mark Boone	Reviewing
74	Reilly Brothers	Mike Reilly	Reviewing
75	ReMax	Rik Massengale	Reviewing
76	Resmark	Kent Grahl	Reviewing
77	Sandlin Homes	Scott Sandlin	Reviewing
78	Savannah Developers	Timm Baumann	Reviewing



ACTIVITY REPORT

REVIEWING			
79	Shea Homes	Keith Luechtefeld	Reviewing
80	Silverleaf Communities	Drew Wegman	Reviewing
81	Sparrow Partners	Brian Scheiwe	Reviewing
82	Sterling Brook Custom Homes	Wayne	Reviewing
83	Stratford Land	Dean Eldridge	Reviewing
84	Tellus Group, LLC	Craig Martin	Reviewing
85	Trendmaker Homes	Collins Pier	Reviewing
86	Triten Real Estate Partners	Scott Arnoldy	Reviewing
87	Van Tuyl	Steven Guy	Reviewing
88	Village Homes	Michael Dike	Reviewing
89	Warren Clark Development	Dale Clark	Reviewing
90	WB Development	David Peters	Reviewing
91	WB Property Group	David Weinstein	Reviewing
92	Westfork Development	Bob Farris	Reviewing
93	Wilbow Development	Grayson Nastri / Larry Corson	Reviewing
94	Younger Partners	Ben McCutchin	Reviewing
95	Zena Land Development	Pat DiFonzo	Reviewing
SENT INFORMATION			
96	97 Land Company	Aimee Bissett	Sent Information - Emailed
97	Abacus Capital Group	Michael Sarro / Evan Austin	Sent Information - Emailed
98	Alberta Development Partners, LLC		Sent Information - Emailed
99	Alford Homes	Greg Alford	Sent Information - Emailed
100	Altura Homes		Sent Information - Emailed
101	Amcal Housing	Frank Chang	Sent Information - Emailed
102	American Legend Homes	Forrest Hartley	Sent Information - Emailed
103	Anlares Homes	Ron Formby / Tommy McAden	Sent Information - Emailed
104	ANZ Investment	Azim Maredia	Sent Information - Emailed
105	Ascent Real Estate Advisors LLC	Garrison Weaver	Sent Information - Emailed
106	Ashlar Development	Jesse Childers	Sent Information - Emailed
107	Atwood Custom Homes	Jon Atwood	Sent Information - Emailed
108	Bamhart Interests	Paul Bamhart	Sent Information - Emailed
109	Bauhaus Custom Homes	Marc Kleinmann	Sent Information - Emailed
110	Berlin Interests	Eric Berlin	Sent Information - Emailed
111	Billingsley	George Billingsley	Sent Information - Emailed
112	Bobby Norris Preferred Properties	Jennifer Birkle	Sent Information - Emailed
113	Borstein Enterprises	Loren Borstein / Owen Fabian	Sent Information - Emailed
114	Bridge Tower Properties	Jackson Su	Sent Information - Emailed
115	Bridgeview Real Estate	Steve May	Sent Information - Emailed



ACTIVITY REPORT

SENT INFORMATION			
116	Bright Realty	Lucas Patterson	Sent Information - Emailed
117	Britton Homes / Perry Homes	Larry Delzell	Sent Information - Emailed
118	Brohn Homes	Jennifer Stewart	Sent Information - Emailed
119	Caldwell Companies	Jim Black / Fred Caldwell	Sent Information - Emailed
120	Cambridge Homes	Michael Neitzel	Sent Information - Emailed
121	Capital Commercial Investments	Roger Shipp	Sent Information - Emailed
122	Castle Hill Partners	John McKimmerney / David Amow	Sent Information - Emailed
123	Castletree Homes	Todd Atwood	Sent Information - Emailed
124	Catalyst Urban	Paris Rutherford	Sent Information - Emailed
125	Century Communities	Chris Chew	Sent Information - Emailed
126	Century Custom Homes	David Andrews	Sent Information - Emailed
127	CESM Real Estate	Taylor Stone	Sent Information - Emailed
128	Champion Partners	Steve Modory	Sent Information - Emailed
129	Charles Martin Homes	Charles Martin	Sent Information - Emailed
130	Churn Investments	Helene McGinn	Sent Information - Emailed
131	City Street Residential	John Cutrer / Derick Craig	Sent Information - Emailed
132	Columbus Realty Partners		Sent Information - Emailed
133	Concourse Development	Harry Masterson / Jordan Mack	Sent Information - Emailed
134	Crescent Real Estate Equities	Jeff Dyer	Sent Information - Emailed
135	Cross Tie Capital	Frank Cofer	Sent Information - Emailed
136	Daimont/Cantwell Corporate Real Estate	Allen Cantwell	Sent Information - Emailed
137	Dan Ryan Builders	Scott Widener	Sent Information - Emailed
138	Darling Homes	Ryan Huey / Sunny Patel	Sent Information - Emailed
139	Davis Brothers	Leon Davis	Sent Information - Emailed
140	Deed Ventures	David Olive	Sent Information - Emailed
141	Desco Fine Homes	David Goettsche	Sent Information - Emailed
142	Dickerson Development	Sam Gruner	Sent Information - Emailed
143	DR Horton	David Booth / Andy Poland	Sent Information - Emailed
144	Drees Custom Homes	David Harbin / Mike Jobe	Sent Information - Emailed
145	Elite Residence	Cyrus Anvari	Sent Information - Emailed
146	Embrey Partners	Trey Embrey / John Kirk	Sent Information - Emailed
147	Exeter Property Group	Fred Knapp	Sent Information - Emailed
148	First Continental Investment Co.	John Bonner / Todd Aiken	Sent Information - Emailed
149	Focus Property Group	Darrin Badger	Sent Information - Emailed
150	Forestar	Tom Burfeson	Sent Information - Emailed
151	Fulton Property Group	Rick Holland	Sent Information - Emailed
152	Gayco Partners	Andrea Zullo	Sent Information - Emailed
153	Gemdale USA Corp	Haijun Gong	Sent Information - Emailed
154	Glendaroch Homes		Sent Information - Emailed
155	GMH Capital Partners	Sandy Burrichter	Sent Information - Emailed
156	Grander Capital Partners, LLC	Tim Kilroy	Sent Information - Emailed
157	Greenbrick Partners	Bobby Samuel / Jed Dolson	Sent Information - Emailed
158	Highland Homes	Bruce Prime	Sent Information - Emailed
159	Hillwood Communities	Brian Carlock / Danny Ellis	Sent Information - Emailed
160	Hines	Jeff Kennemer / Rob Witte	Sent Information - Emailed



ACTIVITY REPORT

SENT INFORMATION			
161	History Maker Homes	Lane Wright / Francis McCarthy	Sent Information - Emailed
162	Hunt Companies	Christopher Moser / Jose Pizarro	Sent Information - Emailed
163	Impression Homes	Matt Hackley	Sent Information - Emailed
164	Intracorp Homes	Brad Stein	Sent Information - Emailed
165	Iron Point Partners	John Berry	Sent Information - Emailed
166	James M Brown Partners	Jeremy Brown	Sent Information - Emailed
167	JCI Residential		Sent Information - Emailed
168	John Houston Custom Homes	John Houston	Sent Information - Emailed
169	Johnson Development	Doug Goff / Michael Smith	Sent Information - Emailed
170	Jordan Realty Advisors	Shane Jordan	Sent Information - Emailed
171	JP & Associates	Priyank Desai	Sent Information - Emailed
172	K. Hovnanian Homes	Michael Dewers	Sent Information - Emailed
173	Kaplan Development	Michael Bates	Sent Information - Emailed
174	KB Home	Terah Paul	Sent Information - Emailed
175	Klabzuba Properties	Amarda Baker	Sent Information - Emailed
176	Lackland Holdings	Tim Fleet	Sent Information - Emailed
177	Land Tejas		Sent Information - Emailed
178	Legacy Alliance Holdings	Brad DeYoung	Sent Information - Emailed
179	Lingenfelter Custom Homes	Adam Lingenfelter	Sent Information - Emailed
180	Longhorn Investments	Jeremiah Garza	Sent Information - Emailed
181	Lovette Homes / InTown Homes	David Foor	Sent Information - Emailed
182	Mabrey & Partners	James Mabrey	Sent Information - Emailed
183	Maker Bros		Sent Information - Emailed
184	Matthews Southwest	Kathy Cunningham	Sent Information - Emailed
185	Meritage Homes	David Aughinbaugh	Sent Information - Emailed
186	MHI / Plantation / Coventry Homes	Mike Edge	Sent Information - Emailed
187	Mohr Capital		Sent Information - Emailed
188	MR Development	Kim McCaslin	Sent Information - Emailed
189	Mustang Creek Estates	John Roach	Sent Information - Emailed
190	Newland Communities	Brian Cramer	Sent Information - Emailed
191	Noble Classic Homes	John Michaels	Sent Information - Emailed
192	Origin Capital	Dave Welk	Sent Information - Emailed
193	Our Country Homes	John Plitstick	Sent Information - Emailed
194	Pac Ventures	Kevin Wechter	Sent Information - Emailed
195	Pacesetter Homes	Taylor Humphrey	Sent Information - Emailed
196	Parkside Capital	Brett Walker	Sent Information - Emailed
197	PCP Real Estate		Sent Information - Emailed
198	Pedcor Investments, LLC	Mike Smith	Sent Information - Emailed
199	Pelican Builders	Derek Darnell	Sent Information - Emailed
200	Post Properties, Inc	Bart French	Sent Information - Emailed

ACTIVITY REPORT

SENT INFORMATION				
201	Precision Builders	Michael Cammaday / Greg Anderson	Sent Information - Emailed	
202	Presidium Real Estate		Sent Information - Emailed	
203	Private Investor	Ashish Gupta	Sent Information - Emailed	
204	Private Investor	Mo Kaeini	Sent Information - Emailed	
205	Provision Capital		Sent Information - Emailed	
206	Q Investments	Jenna Pugliese	Sent Information - Emailed	
207	Real Estate Broker	Stan Izkowitz	Sent Information - Emailed	
208	Real Estate Broker / Land Developer	Randy Lockhart	Sent Information - Emailed	
209	Reed/Majors LLC	Blake Reed	Sent Information - Emailed	
210	Regent Properties	Stephanie Lim	Sent Information - Emailed	
211	Republic Property Group	Jake Wagner	Sent Information - Emailed	
212	Richland Real Estate	Paul Huang	Sent Information - Emailed	
213	Ridgewood Real Estate Partners	Michael Plotnick	Sent Information - Emailed	
214	Risland Homes	Michael Hanschen	Sent Information - Emailed	
215	Rosewood Custom Builders	Chris Dauwe	Sent Information - Emailed	
216	Sable Holdings	Kim Gill	Sent Information - Emailed	
217	Saddlewood Custom Homes		Sent Information - Emailed	
218	Scarborough Lane Development	Bruce Browne	Sent Information - Emailed	
219	Sentinel Peak Capital Partners		Sent Information - Emailed	
220	Siepiela Interests	James Siepiela / Greg Rich	Sent Information - Emailed	
221	Southern Land Company	Tim Downey	Sent Information - Emailed	
222	Standard Pacific Homes	Chris Matzke / Josh Boslet	Sent Information - Emailed	
223	Staubach Capital	Jeff Staubach / Tyler Arrington	Sent Information - Emailed	
224	Stolz Partners	Phillip Galbreath	Sent Information - Emailed	
225	Stoneriver	Joseph Welden	Sent Information - Emailed	
226	Taylor Duncan	Spencer Taylor	Sent Information - Emailed	
227	Taylor Morrison	Keith Hurand	Sent Information - Emailed	
228	TCI Land Development	Tommy Cansier / Doug Donald	Sent Information - Emailed	
229	Terra Corp Capital	Boyd Smith	Sent Information - Emailed	
230	Terra Manna	Bobby Harrell	Sent Information - Emailed	
231	Terra Verde	Craig Martin	Sent Information - Emailed	
232	The Integral Group LLC	Art Lomenick	Sent Information - Emailed	
233	The Meara Company	Jim Meara	Sent Information - Emailed	
234	The Richman Group	Will Cureton	Sent Information - Emailed	
235	Thomas Communications	Kameron Thomas	Sent Information - Emailed	
236	Tradition Homes	Zach Schneider	Sent Information - Emailed	
237	Transwestern	Bill de la Chapelle	Sent Information - Emailed	
238	Trez Capital	Fred Phillips	Sent Information - Emailed	
239	TRI Pointe Group	Rane Pearson	Sent Information - Emailed	
240	Trumont Group	Griffin Neal	Sent Information - Emailed	

ACTIVITY REPORT

SENT INFORMATION			
241	Twenty Lake Holdings	Chenyng Zhao	Sent Information - Emailed
242	Urban Chic	Leslie Frazier	Sent Information - Emailed
243	Walton Group	Ed Fleming / Jason Cooper	Sent Information - Emailed
244	Weatherstone	Patrick Vedra	Sent Information - Emailed
245	Westmount Realty	Brent Brown / Jim Fant	Sent Information - Emailed
246	Westward Capital Group	John Tracey	Sent Information - Emailed
247	Wheelock Communities	Mike Rafferty	Sent Information - Emailed
248	Whisenant Properties	Preston Whisenant	Sent Information - Emailed
249	Wilks Development	Jess Green	Sent Information - Emailed
250	Windridge	Jeff Ledyard	Sent Information - Emailed
251	WiseView Group	Mike Kapuscinsky	Sent Information - Emailed
252	Wood Partners	Ryan Miller	Sent Information - Emailed
253	Wyndham Custom Homes	Mark Mickelson	Sent Information - Emailed
254	Wynne Jackson	Brent Miller	Sent Information - Emailed
PASS			
255	Grenadier Homes	John Egnatis	Pass
256	Megatet Homes	Zach Ipour / Don Collins	Pass
			Focused on Q4 projects and townhomes at this time. Primarily looking for larger development sites that would allow for both SF and MF.

FOR SALE





Lewisville Independent School District

SURPLUS PROPERTIES



Board Presentation | December 14, 2020

Prepared for Lewisville ISD

Recent Bid Submissions

FM 2499 & Spinks (Long Prairie)

BIDDERS:	1	2	3	4	5	6	7	8	9
	Brookfield	Toll Brothers	David Weekley	ECM Development	Cambridge Homes	McKinney Estates (DFW Land)	C and C Land	Rembert Enterprises	Darling Homes/Taylor Morrison
Key Terms:	As-entitled	As-entitled	As-entitled	As-entitled	As-entitled	As-entitled	As-entitled	As-Entitled	As-entitled
Land Area (AC)	79.62	79.62	79.62	79.62	79.62	79.62	79.62	79.62	79.62
Offer Price	\$26,878,916	\$20,078,000	\$18,275,000	\$18,000,000	\$16,714,000	\$16,002,000	\$16,000,000	\$15,415,000	\$14,571,298
Price Per SF	\$7.75	\$5.79	\$5.27	\$5.19	\$4.82	\$4.61	\$4.61	\$4.44	\$4.20
Earnest Money	\$250,000	\$500,000	\$25,000	\$75,000	\$100,000	\$25,000	\$25,000	\$75,000	\$50,000
Total Feasibility Period	75 days	45 days	180 days	75 days	90 days	90 days	60 days	45 days	90 days
Total Entitlement Period	180 days	130 days	180 days	180 days	300 days	180 days	240 days	180 days	180 days
Total Potential Closing Period	15 days	25 days	60 days	15 days	45 days	45 days	45 days	45 days	15 days
Total Potential Contract Period	270 days	200 days	110 Days	270 days	435 days	315 days	465 days (1)	210 days	285 days
Proposed Use	Campus Industrial	133 lots (15,000 sf)	133 lots (15,000 sf)	133 lots (90'x167')	Single Family	Scenarios: 130 lots (85'x150') 200 lots (65'x130') 170 lots (75'x140')	Not Addressed	SF 10 (10,000 sf min.) 204 lots	Single Family

(1) Includes Plat Approval period of 90 days with 30 day extension

Toll Brother’s adjacent development, Oakbridge, required the same Zoning and Master Plan Amendment as contemplated in their bid for FM 2499 & Spinks.

62 VLK | Uncompromising Excellence

Frisco ISD | RFQ No. 876-2025-05-30 63

Recent Bid Submissions

Wager Road

		1		2		3	
Wager Road		Initial Bid		Initial Bid		Initial Bid	
BIDDERS:		Rembert Enterprises		McGinnis Development		McGinnis Development	
Key Terms:		As-Entitled		As-Entitled		As-Entitled	
Land Area (AC)		22.74		22.74		22.74	
Offer Price		\$4,544,000		\$3,780,000		\$3,775,850	
Price Per SF		\$4.59		\$3.82		\$3.81	
Initial Earnest Money		\$25,000		\$20,000		\$45,000	
Additional Earnest Money		-		-		-	
Total Feasibility Period		45 days		-		180 days	
Total Entitlement Period		180 days		120 days		-	
Entitlement Extension Fees		-		-		-	
Total Potential Closing Period		45 days		15 days		30 days	
Total Potential Contract Period		270 days		135 days		210 days	
Title Commitment/Survey		30 days		30 days		30 days	
Proposed Use		SF 10 (10,000 sf min.) 64 lots		Single Family 60 lots		SF 10 (10,000 sf min.) 58 lots (80'x125')	

3

Charles Street Transaction Update

Marketing Strategy Overview

- The property is being marketed for in-fill residential development as well as to an office end user
- The offering was launched on November 20th
- Bids are due January 15th, 2021



4

Transaction Summary

Properties Currently Under Contract

Property	Contracted Closing Date	Contracted Sale Price
Valley Ridge	October 2021	\$2,415,000

Closed Transactions

Property	Closed Date	Sales Price
Downtown Lewisville	7/17/2019	\$1,800,000
Memorial Drive	10/9/2019	\$3,439,895
Chapel Hill	6/30/2020	\$7,238,261
Plano Parkway	7/30/2020	\$7,550,000
Parker & Windhaven	8/12/2020	\$7,367,000
College Parkway	9/8/2020	\$1,250,000
Total Closed Transaction Value:		\$28,645,156

Properties Not Currently Being Marketed

Property
Timbercreek



SECTION 12: BONDING
COMPANY & AGENT

BOND COMPANY & AGENT

1. BONDING COMPANY AND AGENT (IF EVER BONDED):

VLK has not been bonded.


2. BROKER'S QUALIFICATIONS: RESPONDENTS TO THIS RFP SHALL HAVE THE FOLLOWING QUALIFICATIONS:

- MUST BE LICENSED AND IN GOOD STANDING WITH THE TEXAS REAL ESTATE COMMISSION
- MUST BE KNOWLEDGEABLE IN THE LOCAL REAL ESTATE MARKET AND HAVE A MINIMUM OF FIVE YEARS' EXPERIENCE WITH SMALL AND LARGE COMMERCIAL PROPERTIES
- KNOWLEDGE OF FRISCO INDEPENDENT SCHOOL DISTRICT AREA REAL ESTATE IS DESIRED
- KNOWLEDGE AND EXPERIENCE IN THE ACQUISITION AND SALE OF SCHOOL DISTRICT OWNED PROPERTY IS DESIRED

Confirmed

3. INSURANCE REQUIREMENTS: THE SUCCESSFUL COMPANY WILL BE REQUIRED TO FURNISH COPIES OF:

- PROFESSIONAL LICENSES AND CERTIFICATIONS
- PROFESSIONAL & GENERAL LIABILITY (E&O) INSURANCE CERTIFICATE
- WORKERS' COMPENSATION INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc.
500 W. 13th Street
Fort Worth TX 76102

CONTACT NAME: Sherry Harris
PHONE (A/C No. Ext): 817-350-6468
E-MAIL ADDRESS: SHarris@higginbotham.com

INSURER(S) AFFORDING COVERAGE

INSURER A.: Hartford Underwriters Insurance Company
INSURER B.: Hartford Fire Insurance Company
INSURER C.:
INSURER D.:
INSURER E.:
INSURER F.:

License#: 2081754

NAIC #
30104
19682

INSURED
Harvest MXD Inc.
2675 Stratton Woods View
Colorado Springs CO 80906

CERTIFICATE NUMBER: 1584371174

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	DESCRIPTION	POLICY NUMBER	MO/DO/YEAR	MO/DO/YEAR	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		465BAAY1MEU	6/2/2024	6/2/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA accident) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ 1,000,000 \$ 1,000,000 \$ 10,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		465BAAY1MEU	6/2/2024	6/2/2025	COMBINED SINGLE LIMIT (EA accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE AGGREGATE \$ \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER. STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$ \$
B	Professional Liability		46OH0543544	6/2/2024	6/2/2025	Limit Aggregate Deductible \$1,000,000 \$2,000,000 \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)


CERTIFICATE HOLDER

CANCELLATION

BBG Inc.
8343 Douglas Avenue, Ste 700
Dallas TX 75225

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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STANDARD ATTRIBUTES, CERTIFICATIONS, AND TERMS & CONDITIONS



FRISCO ISD BID # 876-2025-05-03

Please note, YOU MUST SIGN PAGE 19 to certify you will comply, as applicable, with state and federal laws and local policies that Frisco ISD must follow when purchasing goods and/or services. If this document is not signed your organization will be disqualified from further consideration.

This document contains general information about serving as a Frisco ISD vendor and statements of applicable state and federal laws. All statements may not apply to your organization; however, entities must be aware of the information included here.

ITEM #1: VENDOR INFORMATION

1. **NAME AND EMAIL ADDRESS OF PREPARER.** By submitting this response, you agree you are an authorized agent of the firm you are representing and are permitted and authorized to perform such duties as assigned by a principle or act on behalf of the firm's principle(s). Please enter the full name of the person completing this proposal. Please print:

Name of firm: VLK
Name of preparer: Trey Laird
Email of preparer: tlaird@vlkarchitects.com

2. **SECOND POINT OF CONTACT.** Provide the name and contact information for a second person Frisco ISD can contact about this response if the preparer is not available.

Second contact name: Chris Harden
Second contact email: chris@harvestmxd.com

3. **TAX IDENTIFICATION.** Please provide your company's tax ID number as shown on your W-9. (EIN, TIN, or SSN)
75-1993094

4. **LOCATIONS.** If your firm has more than one location, please indicate all locations which will be covered under the terms and conditions of this bid and be bound by the discount offered, if any.

FTW: 1320 Hemphill Street, Suite 400 Fort Worth, Texas 76104; DAL: 5801 Tennyson Parkway, Suite 100 Plano, Texas 75024;
HOU: 20445 TX-249, Suite 350 Houston, Texas 77070; AUS: 2700 Via Fortuna, Suite 230 Austin, Texas 78746

Is your principal place of business in Texas, including any Company whose ultimate parent company or majority owner has its principal place of business in this state? ([TGC 2252.001](#); [LGC 271.0275](#); [TEC44.031\(b-1\)](#))

YES x NO

5.

MAIN CONTACT/LOCAL REPRESENTATIVE NAME.

Please provide the name of the main contact/local representative.

Trey Laird
6.

MAIN CONTACT/LOCAL REPRESENTATIVE TITLE.

Please provide the title of the main contact/local representative.

Principal
7.

MAIN CONTACT/LOCAL REPRESENTATIVE EMAIL.

Please provide the email address for the main contact/local representative.

tlaird@vlkarchitects.com
8.

MAIN CONTACT/LOCAL REPRESENTATIVE PHONE.

Please provide the phone number for the main contact/local representative.

214.455.3176
9.

PURCHASE ORDER ACCEPTANCE/EMAIL ADDRESS.

N/A
10.

INVOICING CONTACT NAME AND TITLE.

Please provide the name and title of the invoicing contact person

Linsy Grozdanich, Chief Financial Officer
11.

INVOICING CONTACT EMAIL.

Please provide the Email Address of the invoicing contact person.

accounting@vlkarchitects.com
12.

INVOICING CONTACT PHONE.

Please provide the phone number of the invoicing contact person.

817.633.1600
13.

COMPANY WEBSITE:

<https://vlkarchitects.com/>
14.

PAYMENT OPTIONS.

Vendor Direct Deposit (Payment by ACH) is Frisco ISD’S preferred method for delivery of payment for services rendered and/or goods purchased. The FDIC no longer requires a testing period for any existing banks. Each vendor will be required to provide an email address for the receipt notification of the direct deposit. The notification will have a voucher attached reflecting the amount of payment and date of deposit. (Deposits are posted only on Friday's only.) This information will be kept confidential and only used for FISD Vendor Payments. Please select your preferred method of payment. *****Please note, if selecting Direct Deposit, a voided check or letter from your financial institution is required to be attached to the proposal.**

DIRECT DEPOSIT: _____ CHECK: ☒
15.

REMIT INFORMATION, COMPANY NAME AND ADDRESS.

Please provide the company name and address to be used for payments.

- VLK

1320 Hemphill Street, Suite 400 Fort Worth, Texas 76104
16.

REMIT INFORMATION PHONE.

Please provide a phone number to call regarding payments. (At the location where payments are sent).

817.633.1600
17.

SHIPPING POLICY AND CHARGES.

What is your shipping procedure and policy? If you will not charge for shipping or if it is factored into your listed price for items, please indicate by entering "N/A".

N/A
18.

MINIMUM ORDER REQUIREMENTS.

If you have a minimum order requirement, please state the specifics. If none, please enter N/A.

N/A
19.

RETURNS.

Please provide policy and procedures for returns. If returns are not accepted, please state "NO RETURNS". If returns are not applicable to your business, indicate by entering N/A.

N/A
20.

EXCHANGES.

Please provide policy and procedures for exchanges. If exchanges are not accepted, please state "NO EXCHANGES". If exchanges are not applicable to your business, indicate by entering N/A.

N/A
21.

OTHER SERVICES OFFERED.

Please list any other services that your company offers.

Architectural/Planning Services, Construction Administration, Real Estate Advisory, District Facility Master Planning, Educational Specifications, Interior Design, Technical Specifications, Construction Documents, Bond Planning/Promotion Services, Bond Committee Facilitation, Long-Range Facility Planning, Facility Condition Assessments, Educational Adequacy Assessments, Visualizations, Sustainability, Branding, Wayfinding
22.

INTERLOCAL COOPERATIVE AGREEMENT.

Frisco ISD participates in governmental entities purchasing cooperatives in the State of Texas. Members of these purchasing cooperatives can leverage a Frisco ISD solicitation to make purchases that are compliant with Federal and State purchasing law. Should these governmental entities decide to leverage this procurement to make purchases the terms, conditions, specifications and pricing would apply. You must state that you do not want your company to be made available as a vendor via state and local government purchasing cooperatives below, if you wish to **OPT OUT**.

My organization does not want Frisco ISD to share this response with any Texas or national purchasing cooperatives that FISD is a member of. (Please initial) _____

ITEM #2: FRISCO ISD STANDARD TERMS & CONDITIONS

DO NOT provide goods and/or services to Frisco ISD if you do not have a Frisco ISD purchase order (PO). A PO and the Attributes, Certifications and Terms & Conditions included below constitute the entirety of a vendor's purchasing contract with Frisco ISD.

The terms below govern all procurements associated with the specific RFP to which your organization applied: No pre-established terms on an order acknowledgement, invoice, or other form shall have any force or effect. No modifications to Frisco ISD's terms & conditions is permitted unless first approved in writing from Frisco ISD.

- I. **Seller of Package Goods:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order number (c) Container number and total number of containers, e.g. box 1 of 3 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
- II. **Shipment Under Reservation Prohibited:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- III. **Title and Risk of Loss:** The title and risk of loss of the goods shall not pass to Buyer until Buyer receives and takes possession of the goods at the point or points of delivery.
- IV. **Delivery Terms and Transportation Charges:** F.O.B. Destination Freight Prepaid unless terms are specified otherwise in proposal Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's proposal or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided Buyer shall have the right to designate what method of transportation shall be used to ship the goods.
- V. **No Placement of Defective Tender:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
- VI. **Place of Delivery:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be affected by modification as provided for in Clause 20, "Modifications," hereof. The terms of this agreement are "no arrival, no sale."
- VII. **Invoices & Payments:** Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weight bill when applicable, should be attached to the invoice.

Mail invoices to:
Frisco I.S.D.
Accounts Payable Department 5515 Ohio Drive

Frisco, TX 75035

OR

Email to: acct_payable@friscoisd.org

Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Finance Department advised of any changes in your remittance addresses. Do not include Federal Excise, State, or City Sales Tax. School District shall furnish a tax exemption certificate, if required.

- VIII. **Gratuities:** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, or any officer or employee of the School District with a view toward securing a contract or securing favorable treatment with respect to the performing of such a contract. In the Event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Seller in providing such gratuities.
- IX. **Funding Out Clause:** Frisco Independent School District only commit current revenue per Local Government Code 271.903. Should funding become unavailable for this product or service, any contract or agreement for further cost or obligation will automatically terminate.
- X. **Warranty Price:** The price to be paid by the Buyer shall be that contained in Seller's proposal. In the event Seller breaches this warranty, Buyer may cancel this contract with liability to Seller for breach or Seller's actual expense.

The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- XI. **Safety Warranty:** Goods and services provided shall comply with current state, federal and local environmental, health and safety codes and standards. Products deemed hazardous by the Consumer Product Safety Commission (CPSC), Environmental Protection Agency (EPA), and the Texas Department of Health (TDH) shall not be provided to the district unless otherwise pre-approved in writing by FISD. Products forbidden include but are not limited to, such products as: asbestos building materials, lead based products and PCB containing equipment. All shipped goods are the responsibility of the seller while in their possession including all Department of Transportation (DOT) and other logistically regulated products. In the event the product does not conform to these above standards, the buyer may return the product for correction or replacement at the seller's expense. In the event the seller fails to make the appropriate correction within thirty (30) days, correction made by the buyer will be at the seller's expense.
- XII. **Cancellation:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in

addition to and not in lieu of any other remedies which Buyer may have in law or equity.

- XIII. Termination:** The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work thereunder shall be affected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause XV, herein.
- XIV. Termination of Contract; Survival:** This Contract shall remain in effect until: (1) the Contract expires by its terms; (2) the Contract is terminated by a party with proper notice given pursuant to the terms of the Contract; or (3) the Contract is terminated by mutual consent of the District and Vendor. All supplemental Contracts or purchase orders for goods or services issued by Frisco ISD and accepted by the Vendor shall survive the expiration or termination of this Contract. During the term of any supplemental Contract entered into between a Vendor and Frisco ISD, all terms of this Contract shall continue to apply to the Supplemental Contract.
- XV. Software Maintenance:** Maintenance, support, hosting, and other services associated with software purchased pursuant to a Frisco ISD solicitation or one pursuant to a purchasing cooperative that Frisco ISD is a member of may be renewed on an annual basis indefinitely, at the District's sole discretion, subject to appropriation of sufficient funding and any necessary approvals by Frisco ISD's administration and Board of Trustees.
- XVI. 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 then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; land sinkage; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
- XVII. Assignment Delegation:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- XVIII. Waiver:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

- XIX. Modifications:** This contract can be modified or rescinded only by a writing signed by both parties to the contract or their duly authorized agents.
- XX. Interpretation Parole Evidence:** This writing is intended by Frisco ISD as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between Frisco ISD and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the code is to control.
- XXI. Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Wherever the Term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the state of Texas effective and in force on the date of this agreement.
- XXII. Advertising:** Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
- XXIII. Late Proposals:** Proposal or withdrawals thereof received after the time set for opening will not be considered.
- XXIV. Withdrawal of Sealed Proposals:** Proposals may be withdrawn prior to the time of proposal opening by written notice only.
- XXV. Right to Assurance:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give written assurance of his/her business intent to perform. If a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
- XXVI. Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Collin County, Texas.
- XXVII. Prohibition Against Personal Interest in Contracts:** Any board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the district, shall, before any vote or decision or any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if most of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government code, Chapter 171.
- XXVIII. Conflict of Interest:** It is the vendor's responsibility to notify the school district if there is a conflict of interest. The following website will provide the appropriate form to be completed and submitted with the vendor's proposal: <http://www.ethics.state.tx.us/forms/CIQ.pdf>
- XXIX. Personnel Requirements:** All contractor personnel shall be clean in appearance and in uniform

for easy identification if on Frisco ISD premises. The Contractor must provide Photo ID cards and name tags for each employee working on FISD's properties. These ID badges must always be worn and visible. See Job Site Code of Conduct document.

ITEM #3: GENERAL PURCHASING INFORMATION & STATE OF TEXAS CERTIFICATIONS

- 1. STATE & FEDERAL LAWS AND LOCAL POLICIES AND PROCEDURES.** Respondents **MUST** familiarize themselves with applicable state and federal purchasing laws and local policies and procedures before contracting with Frisco ISD. More information on applicable laws and policies and procedures is available on Frisco ISD's [purchasing home page](#). All services furnished through a contract resulting from this solicitation shall comply with all applicable Federal, State and Local laws, codes, and regulations, and Frisco ISD Board of Trustees Policies BBFA (LEGAL) and BBFA (LOCAL) regarding Board member conflicts of interest.
- 2. CONFIDENTIALITY.** The vendor and FISD agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. The parties understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agrees to abide by FERPA rules and regulations, as applicable.
- 3. SAFETY.** The safety of Frisco ISD students, staff, and facilities is of utmost importance to the District. Vendors must comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations when providing goods and/or services to Frisco ISD. When more than one safety regulation governs a situation, the most restrictive requirement applies.
- 4. W-9.** To receive payment under this contract, the vendor (approved) shall have a current I.R.S Tax Identification Number and W-9 Form on file with Frisco ISD Purchasing Department. A signed, current and accurate W-9 form must be submitted to Frisco ISD. A W-9 three years old or more will not be accepted.
- 5. CREDIT MEMOS.** Frisco ISD expects the Respondent's representative and/or customer service department to be responsible in securing credit memos, as may be needed, for any miscellaneous problems that may occur during the length of this contract such as overpriced items, shipping charges, etc.
- 6. PACKAGING/CONDITION.** Unless otherwise indicated, products will be new, unused and in excellent condition and delivered in containers suitable for damage-free shipment and storage. Frisco ISD will not accept inferior goods (including "factory seconds") and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense. If your organization provides refurbished products, it must be clearly stated in your response to the Frisco ISD RFP.
- 7. VENDOR FINANCIAL RISK ASSESSMENT.** For select purchases above the simplified acquisition threshold of \$50,000 Frisco ISD reserves the right to request financial statements or other documents to identify and evaluate a potential supplier's financial stability and ability to meet contractual obligations. Vendors should have adequate financial resources (or the ability to attain such resources) to comply with requirements stated in an FISD solicitation. Frisco ISD defines a responsible vendor as a qualified and established firm regularly providing the products and/or services requested by an FISD solicitation that has an adequate number of trained staff to fulfill purchases made through a purchase order within a specified time. Organizations having a history

of inconsistent service and unreliability are not responsible vendors.

- 8. WARRANTIES, LIMITATION OF WARRANTY, MANUFACTURER GURANTEES.** Warranties and/or maintenance agreements pertaining to goods and/or services purchased by Frisco ISD must be noted in an entity's response to an RFP. The Vendor shall provide all warranty and/or company guarantee documents to Frisco ISD upon delivering and/or installing equipment. Goods and services under warranty must be replaced or fully repaired to the satisfaction of Frisco ISD before any pending payment is made. The entity shall not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. A manufacturer's written guarantee shall be provided to Frisco ISD and the District reserves the right to have an item replaced should the original item prove unreliable or defective as expressed or implied by verbal or written specification.
- 9. PRODUCT RECALLS.** Vendors are required to have, and follow, written product recall procedures, which includes a primary and secondary point of contact. If a product recall is issued on products provided to Frisco ISD, the entity must immediately notify Frisco ISD's designated contact by e-mail or in writing and must include all pertinent information about the recall. VA vendor may be responsible for costs associated with replacing recalled products, including replacement cost, shipping charges, etc.
- 10. ENDORSEMENTS.** Selection as an FISD-qualified vendor must not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that Vendor is independent of Frisco ISD and is not an employee, agent, joint venture, or partner of the Frisco ISD, and nothing in this solicitation shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture, or partner between the Frisco ISD and the vendor or any vendor's agent. Vendor agrees that Frisco ISD has no responsibility for any conduct of the vendor's employees, agents, representatives, contractors, or subcontractors.
- 11. CRIMINAL BACKGROUND CHECK.** If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to Frisco ISD that the criminal history check has been performed. The contractors, not Frisco ISD, are responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The Employer has contracted with Frisco ISD to provide services. *The employee will have continuing duties relating to the contract with Frisco ISD. *The employee will have contact with students. A contractor or sub-contractor may not work on Frisco ISD property or any location Frisco ISD deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, *they have charges pending, they have been convicted, received probation or deferred adjudication of any of the following: 1. Any offense against a child, 2. Any sex offense, 3. Any felony offense involving controlled substances, 4. Any felony offense against property, 5. Any other offense Frisco ISD believes might compromise the safety of students, staff, or property. A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person, owner, or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review and must submit original evidence acceptable to Frisco ISD with this Agreement showing compliance. Possession of firearms, alcohol, and/or drugs, even in vehicles, is strictly prohibited on property owned or operated by Frisco ISD. The use of tobacco products is not allowed on Frisco ISD property. The respondent's signature below certifies that it will comply.

- 12. CERTIFICATE OF INTERESTED PARTIES.** In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

The law applies only to a contract between a government entity or state agency and a business entity at the time it is voted on by the governing body or at the time it binds the governmental entity or state agency, or whichever is earlier, including an amended, extended, or renewed contract, of a governmental entity or state agency that either:

- a. Requires an action or vote by the governing body of the entity or agency before the contract may be signed; or
- b. Has a value of at least \$1 million, or
- c. Is for services that would require a person to register as a lobbyist under Chapter 305 of the government Code. Gov't Code § 2252.908; 1 T.A.C. §§ 46.1(b), 46.3(a).

The disclosure requirement applies to a contract entered on or after January 1, 2016. A contract does not require an action or vote by the governing body of a governmental entity or state agency if:

- a. The governing body has legal authority to delegate to its staff the authority to execute the contract.
- b. The governing body has delegated to its staff the authority to execute the contract; and
- c. The governing body does not participate in the selection of the business entity with which the contract is entered. 1 T.A.C. § 46.1(c).

The respondent's signature certifies that it will provide a Form 1295, if requested.

- 13. NON-COLLUSIVE BIDDING CERTIFICATE.** By submission of response, the respondent certifies that: a) This offer, bid, quote or proposal has been independently arrived at without collusion with any other competitor. b) This offer, bid, quote or proposal has not been knowingly disclosed and will not knowingly be disclosed, prior to signing a contract for this project, to any competitor c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit an offer, bid, quote or proposal; d) The person signing any contract must certify that he has fully informed himself regarding the accuracy of the statements contained in this certification under the penalties being applicable to the entity, as well as to the person signing on its behalf. Any violation of this may result in a decision to no longer contract with an FISD-approved vendor.
- 14. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS.** Any board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with Frisco ISD, shall, before any vote or decision or any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if most of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government code, Chapter 171. The respondent certifies by signing below that it will comply with this requirement.

- 15. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES.** Sec. 2252.151. In this subchapter: "Company" has the meaning assigned by Section 806.001. (2) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189. (3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Chapter 2245. (4) "Governmental entity" has the meaning to be assigned by Section 2252.001. Sec. 2252.152. **CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN OR FOREIGN TERRORIST ORGANIZATION PROHIBITED.** A Governmental entity may not enter into a Governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. Sec. 2252.153 **LISTED COMPANIES.** The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies to a contract or purchase for which a Governmental Entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. The respondent certifies by signing below that it is not an entity engaged in business with Iran, Sudan, or foreign terrorist organizations.
- 16. NOT BOYCOTT ISRAEL.** Under the provisions of Subtitle F, Title 10, Government Code Chapter 2271.002, Vendor confirms that my company: 1. Does not boycott Israel currently; and 2. Will not boycott Israel during the term of any contract with Frisco ISD. Pursuant to Section 2271.001, Texas Government Code: (1) "Boycott Israel" means 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 specifically 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. (2) "Company" means a for-profit sole proprietorship, organization, 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 those entities or business associations that exists to make a profit. The respondent's signature below certifies that it does not boycott Israel.
- 17. PROHIBITED TRANSACTIONS WITH PROVIDERS OR AFFILIATES.** Under the provisions of Subtitle F, Title 10, Government Code CHAPTER 2272. **PROHIBITED TRANSACTIONS** Sec.2272.001 relating to prohibiting certain transactions between a governmental entity and an abortion provider or affiliate of the provider. Company is not an abortion provider or affiliate of a provider. "Abortion provider" means: (A) a facility licensed under Chapter 245, Health and Safety Code; or (B) an ambulatory surgical center licensed under Chapter 243, Health and Safety Code, that is used to perform more than 50 abortions in any 12-month period. "Affiliate" means a person or entity who enters into with another person or entity a legal relationship created or governed by at least one written instrument, including a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, that demonstrates: (A) common ownership, management, or control between Frisco ISD to the relationship; (B) a franchise granted by the person or entity to the affiliate; or (C) the granting or extension of a license or other agreement authorizing the affiliate to use the other person's or entity's brand name, trademark, service mark, or other registered identification mark. By signing below, the respondent certifies that it is not an abortion provider or an affiliate.
- 18. FIREARM ENTITY/TRADE ASSOCIATION NONDISCRIMINATION.** If vendor is not a sole proprietorship, has ten (10) or more employees, and the value of vendor's bid or proposal has a value of \$100,000 or more, vendor certifies by submitting vendor's bid or proposal that it does not

have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Ann. Chapter 2274, and will not during the term of any contract with the District, unless excepted from that law. The respondent certifies by signing below that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association.

19. **ENERGY COMPANY BOYCOTT.** As required by Texas Government Code Ann. Chapter 2274, if the vendor has ten (10) or more employees, is not a sole proprietorship, and if the value of the Vendor’s bid or proposal has a value of \$100,000 or more, vendor certifies by signature below that it does not boycott energy companies and will not during the term of any contract with the District, unless excepted by that law.
20. **HUMAN SEXUALITY INSTRUCTIONAL MATERIALS.** For any agreement entered into for the purchase of copyrighted materials used for human sexuality instruction, the respondent certifies to allow an FISD parent or guardian to purchase a copy of the materials from the publisher at a price that does not exceed the price per unit paid by the District by signature below.
21. **INFRASTRUCTURE CONTRACTS WITH CITIZENS OF CHINA, IRAN, NORTH KOREA, RUSSIA OTHER DESIGNATED COUNTRIES.** Per SB 2116 of the Texas 87th(R) Legislative Session, Frisco ISD must not contract with countries for work related to critical infrastructure (including cybersecurity) that are owned by citizens of China, Iran, North Korea, Russia, or any other country designated by the Governor as a threat to critical infrastructure, or by companies owned by citizens headquartered in China, Iran, North Korea, Russia, or any other country designated by the governor as a threat to critical infrastructure. By signing below, the respondent certifies it is not owned by a citizen(s) of or is not headquartered in China, Iran, North Korea, Russia, or other country designated as a threat to infrastructure by the Texas Governor.
22. **DRUG-FREE, ALCOHOL AND TOBACCO-FREE WORKPLACE.** Frisco ISD is committed to an alcohol-and drug-free environment. Use of tobacco, alcohol and illegal drugs in the workplace or at school-related or school-sanctioned activities on or off school property is not tolerated (41 U.S.C. 702). Compliance for Frisco ISD staff is mandatory and is a condition of employment. Employees who use tobacco or are under the influence of alcohol or illegal drugs during work hours are subject to disciplinary sanctions up to and including termination of employment. Frisco ISD vendors certify to adhere to District policies about drug-, alcohol- and tobacco-free schools and offices. Vendors should consult the Drug-Free Workplace Act (1988) and Texas Workforce Commission’s Drug-Free Workplace Policy to determine if they must implement a Drug-Free Workplace program.
23. **THE TEXAS PUBLIC INFORMATION ACT (PIA)** governs a person’s right to request access to information of governmental bodies and outlines the rights, obligations, and procedures of both government entities, including ISDs, and information requestors. Individuals are entitled to complete information about the affairs of school districts and the official acts of public officials and employees. The PIA requires government entities to disclose requested information requested unless otherwise expressly provided by law. The PIA must be liberally construed in favor of granting information. (See [TGC 552.001\(a\), \(b\)](#)). Purchasing information is defined as public information subject to the PIA. Individuals requesting information under the PIA will have access to your application to this solicitation. To submit a request, go to the [Public Information Requests](#) on the Frisco ISD website.
24. **RECYCLING AND PURCHASE OF RECYCLED MATERIALS.** As required by [30 TAC 328.202](#), Frisco ISD has established a program for the separation and collection of all recycled materials generated by the entity’s operations and provides staff procedures for collecting and storing

recyclable materials, containers for recyclable materials and procedures for making contractual or other arrangements with buyers of recycled materials. FISD is committed to a continuous improvement process for its recycling programs. The District has information and incentive programs to encourage maximum employee participation. Items purchased by Frisco ISD will be recycled to the extent possible.

25. **TEXAS FAMILY CODE.** Pursuant to Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court- supervised effort to improve earnings and child support payments. If the entity proposing is an individual or the sole proprietor of the proposing business, is not ineligible under Section [231.006](#) of the Texas Family Code to receive the payments of State funds.

**ITEM #4: REQUIRED QUALIFICATION PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS
2 CFR PART 200 AND APPENDIX II**

The following provisions are required and apply when federal funds are expended by Frisco Independent School District. In these instances, Frisco ISD is the sub grantee or subrecipient. In addition to other provisions required by the Federal Agency or Non- Federal entity, all contracts made by Frisco ISD under the Federal Award must contain provisions covering the following as applicable:

1. **DEBARMENT AND SUSPENSION CERTIFICATION.** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Pursuant to Federal Law, when federal funds are expended by FISD, FISD requires that the proposer certifies that during the term of an award by FISD resulting from this procurement process the vendor will comply. The respondent’s signature below certifies it is not suspended or debarred.
2. **TERMINATION FOR CAUSE AND FOR CONVENIENCE BY THE GRANTEE OR SUBGRANTEE (ALL CONTRACTS IN EXCESS OF \$10,000).** All contracts in excess of \$10,000 must address the non-Federal entity including how it will be affected and the basis for settlement. Pursuant to Federal Rule above, when federal funds are expended by FISD, FISD reserves the right to terminate any agreement more than \$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. FISD reserves the right to terminate any agreement more than \$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 the convenience of the FISD. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District. By signing below, the respondent accepts this requirement.

3. **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 Federal Rule (I) above, when federal funds are expended Frisco ISD, the vendor certifies that during the term and after the agreed term of qualification by Frisco ISD 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). The undersigned further certifies that:
- A. No Federal appropriated funds have been paid or will be paid for 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.
 - B. 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.
 - C. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.
4. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333.** When federal funds are expended by Frisco ISD for any qualification resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. By signing below, the vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. The respondent certifies by signing below that it will comply.
5. **CONFLICT OF INTEREST.** 2 CFR 200.318(c)(1) states that the District must maintain written standards of conduct covering conflict of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from the contract awarded to a specific

- supplier. The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from suppliers or parties to subcontracts. However, the District may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the District. It is the responsibility of the supplier to identify and make the district aware of any potential conflicts of interest that exist between their company and the District. Failure to do so will cause the associated supplier response to be disqualified from further consideration, or if already awarded, the associated contract will be canceled based on cause. By signing below, the respondent certifies that it will comply.
6. **NON-COLLUSION STATEMENT.** The respondent certifies by signature below under penalty of perjury that its responses to this procurement solicitation are in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.
7. **DOMESTIC PREFERENCES.** 2 CFR 200.332 states that, as appropriate and to the extent consistent with law, the District should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work products under this award. When Federal funds are expended by Frisco ISD domestic preference for procurements requirements will apply. By signing below, the respondent certifies it will comply.
8. **AGRICULTURAL PRODUCTS.** Frisco ISD may apply preference to agricultural products produced, processed, or grown in Texas if the cost to the school district is equal and the quality is equal; if agriculture products produced, processed, or grown in Texas are not equal in cost and quality to other products, the District shall give preference to agriculture products produced, processed, or grown in other states of the United States over foreign products if the cost to the school district is equal and quality is equal; a school district that purchases vegetation for landscaping purposes, including plants, shall give preference to Texas vegetation if the cost to the school district is equal and the quality is not inferior. Preferences must be explicitly claimed by Vendor and may not be applicable in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by Frisco ISD in a School Nutrition Program. See 2 CFR § 200.319(b), and 7 CFR § 210 (National School Lunch Program), 215 (Special Milk Program for Children), 220 (School Breakfast Program), 225 (Summer Food Service Program), 226 (Child and Adult Care Food Program).
9. **PROHIBITION ON TELECOMMUNICATIONS/VIDEO SERVICES OR EQUIPMENT, 2 C.F.R. §200.216.** All recipients of federal funding are prohibited from procuring, obtaining, extending, or renewing a contract to procure or obtain any equipment, system, or service that uses prohibited telecommunications equipment services as a substantial or essential component of any system, unless an exception is made in the regulation. The prohibited equipment is any telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of those entities OR 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. By signing below, my organization agrees to not procure, obtain, extend a contract, or renew a contract to procure or obtain any equipment, system, or service that uses prohibited telecommunications equipment

services as a substantial or essential component of any system, unless an exception is made in the regulation. The respondent's signature below certifies it will comply with prohibitions on telecommunications/video services or equipment stated in this section.

10. **CONTRACTS FOR MORE THAN THE SIMPLIFIED ACQUISITION THRESHOLD \$150,000.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Pursuant to Federal Rule above, when federal funds are expended by FISC, FISC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of a breach of agreement by either party. The respondent certifies below by signing that it will comply.
11. **CLEAN AIR AND WATER 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 sub-grants of amounts more than \$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 Federal Law, when federal funds are expended by FISC, FISC requires that the proposer certifies by signature below that during the term of an award by FISC resulting for this procurement process, the vendor will comply.
12. **BUY AMERICA PROVISIONS.** The respondent certifies below that it will comply 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. The Buy American Act requires school food authorities to purchase, to the maximum extent possible, domestic commodities or products. For a product to meet the Buy American requirement, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically and processed domestically. Unprocessed foods must be 100% domestic.
13. **HEALTH AND SAFETY CERTIFICATIONS, LICENSING, OR REGULATIONS.** Pursuant to Federal Rule (J) above, when federal funds are expended by FISC, FISC requires proposer to certify that during the term of an award by the FISC resulting for this procurement process the vendor will follow mandatory standards and policies relating to observance of applicable local, state, or federal health and safety certifications, licensing, or regulations. By signing below, the respondent certifies that it will comply.
14. **CIVIL RIGHTS/DISCRIMINATION.** The vendor will follow mandatory standards and policies relating to Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS instruction 113-1, Civil Rights Compliance and Enforcement - Nutrition Programs and Activities. Pursuant to Federal Law, when federal funds are expended by FISC, FISC requires that the proposer certifies during the term of an award by FISC resulting for this procurement process the vendor will comply. If you do not agree, the District is prohibited from contracting with the proposer. The respondent certifies that it will comply by signing below.
15. **PROTEST OF A SOLICITATION.** Any protest of this solicitation must be received in writing by the Buyer named as the contact on the first page of the solicitation at least three days before the solicitation closes. The Frisco ISD Purchasing Department's procedures for a vendor protest of an

award or solicitation are available online in the purchasing handbook on the [procurement transparency page](#).

16. **DAVIS-BACON AND ANTI-KICKBACK ACT.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts more than \$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 the Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Bonding or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing 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 Federal Law, when federal funds are expended by FISC, FISC requires that vendor certifies that during the term of an award by FISC resulting for this procurement process the vendor will comply.
17. **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 Federal Law, when federal funds are expended by FISC for federally assisted construction contracts, the equal opportunity clause is incorporated by reference.
18. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity 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 based on a standard work week of 40 hours. Work more than 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 Federal Law, when federal funds are expended by FISC, FISC requires that the proposer certifies that during the term of an award by

FISD resulting for this procurement process the vendor will comply. The respondent's signature below certifies that it will comply.

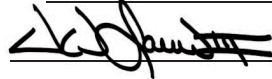
19. **SOLID WASTE DISPOSAL ACT - 2 CFR CH II (1-1-15 EDITION).** Pursuant to Federal Rule (H) above, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to Federal Law, when federal funds are expended by FISD, FISD requires that the proposer certifies that during the term of an award by FISD resulting for this procurement process the vendor will comply. The respondent certifies by signature below that it will comply.
20. **PATENT RIGHTS, COPYRIGHT, & RIGHTS.** Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient 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 sub-recipient 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. When federal funds are expended by FISD, FISD requires that the proposer disclose during the term of an award resulting from this procurement process, the vendor will comply.
21. **SUBCONTRACTING WITH SMALL AND MINORITY AND WOMEN'S BUSINESS ENTERPRISES OR LABOR SURPLUS FIRMS.** The respondent certifies that if the respondent will be subcontracting any work awarded under this qualification, the respondent must agree to comply with Federal requirements stated in 2 CFR 200.321—Contracting with Small and Minority and Women's Business Enterprises, and Labor Surplus Firms.
22. **WORKER'S COMPENSATION.** The Proposer is aware of the provisions of section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and complies with the provisions.

SIGNATURE OF AUTHORIZED REPRESENTATIVE. The respondent agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the respondent certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above and shall immediately report to Frisco ISD any change in vendor compliance.

Vendor Name: VLK

Telephone: 817.633.1600 Fax: N/A

Printed Name of Authorized Representative: Trey Laird

Signature of Authorized Representative: 

Date: 4/11/2025

**ITEM #5: PURCHASE ORDER (PO) TERMS.
FOR INFORMATION ONLY**

TERMS OF PURCHASE PAYMENT - The Vendor will not sell or release on credit terms, any goods, product or service (s) to persons who do not produce a Frisco Independent School District Purchase Order and District ID. In this event, the Vendor assumes all liability for cost of said product or goods.

ACCEPTANCE - This Purchase Order constitutes a binding contract between the Vendor and Frisco Independent School District (FISD), to furnish the goods or service(s) specified on the face of the Purchase Order. By acceptance of this Purchase Order, the Vendor agrees to furnish all goods or service(s) in accordance with the terms and conditions specified herein.

AGREEMENT - This Purchase Order represents the basis for the Vendor to deliver the required goods or service(s), and supersedes all prior offers, negotiations, exceptions and understanding (whether done orally or in writing).

ASSIGNMENT - The rights and responsibilities of the Vendor to furnish the goods or service(s), specified herein will not be subcontracted, assigned, transferred, mortgaged, pledged or disposed of, unless agreed to by FISD and the Vendor.

CANCELLATION - FISD reserves the right to cancel this Purchase Order at any time. If this Purchase Order is canceled pursuant to the Vendor's default, FISD may obtain similar goods or service(s) elsewhere and charge the Vendor for any damages incurred.

CHANGES - FISD reserves the right to make changes to this Purchase Order (e.g., increase/decrease quantities, change delivery address). Any changes to the Purchase Order will be communicated to the Vendor by the issuance of a Change Order.

DELIVERY - The Vendor shall deliver all goods Free on Board (F.O.B.) Destination, unless specified on Purchase Order.

DISCOUNTS – The Vendor shall indicate on the invoice any prompt payment discounts or trade discounts.

INDEMNIFICATION – The vendor shall indemnify and hold harmless FISD (including the Board of Trustees and the employees of FISD) from all claims of liability to third parties (including but not limited to: the injury or death of person(s), or the loss or damage to property) arising out of or about the performance of the Vendor. The Vendor shall indemnify and hold harmless FISD (including the Board of Trustees and the employees of FISD) from all liabilities, cost, expenses, attorney fees, fines, penalties, or damages for any or claimed infringement of any patents, trademarks, copyrights, or other corresponding right(s) which is related to any part of the goods or service(s) the Vendor is required to provide or perform. The Vendor's obligation to this clause shall survive acceptance and payment of the goods or service(s) by FISD.

INSURANCE – The Vendor shall be required to carry insurance protection enough to meet all the liabilities that are mentioned herein.

INSPECTION – Prior to acceptance and payment, FISD reserves the right to inspect all goods (in whole or in part) and service(s) furnished by the Vendor. Goods or service(s), which (in the opinion of FISD) fail to conform to the required specification(s) or standard(s), may be considered nonconforming.

INTERPRETATION – This Purchase Order shall be construed and interpreted solely in accordance with laws of the State of Texas. Venue of any suit, right or cause of action arising shall lie exclusively in Collin County, Texas.

INVOICING – Invoices must include the FISD Purchase Order number. Payment may be delayed if Purchase Order number is not on invoice. Send invoices via email to FISD at acct_payable@friscoisd.org.

NON-CONFORMANCE – The Vendor assumes all liability for shipping goods that do not meet the specification(s) and standard(s) specified on the face of the Purchase Order. FISD reserves the right to accept or reject goods that are non-conforming. If FISD rejects the non-conforming goods, said goods shall be returned to the Vendor at the Vendor's expense. The Vendor shall use "best efforts" to replace any non- conforming good(s) at the Vendor's risk and expense.

PERFORMANCE – By acceptance of this Purchase Order, the Vendor agrees to use "best efforts" to furnish the required goods or service(s).

PRICES – The price(s) specified on the face of the Purchase Order shall remain firm until FISD has processed the Vendor's invoice, or until the item has been accepted by FISD (whichever is later).

PRODUCT RECALL – The vendor shall notify FISD immediately if a product recall is instituted on any item(s) the Vendor has delivered. This requirement shall survive payment and acceptance.

QUANTITIES – Quantities in excess of the quantities specified on the face of the Purchase Order may be returned to the Vendor at the discretion of FISD. All risk and expense for the return of the good(s) shall be borne by the vendor.

QUALITY – In the event no quality is specified on the face of the Purchase Order, the goods delivered and/or service(s) rendered hereunder shall be of the best quality. The Vendor shall ensure that all goods delivered to FISD will be new (i.e., previously unused and in its original packaging), and have not been remanufactured or refurbished. The Vendor also warrants that all services will conform to the standard(s) established herein.

SAFETY – If applicable, Vendor shall deliver Material Safety Data Sheets (MSDS) with requested good(s).

TAXES – The Vendor shall not include taxes on the invoice.

TERMS – Unless otherwise specified, payment terms are net thirty (30) days.

TITLE – The title to any item delivered shall pass to FISD upon acceptance or payment (whichever is later).

WARRANTY – The Vendor warrants that all goods and service(s) furnished, shall be free from all defects, conform to all applicable specifications, and be suitable for its intended purpose(s). Neither acceptance of, nor payment for said goods and service(s) shall constitute a waiver or modification of any warranties of the Vendor, or the rights of FISD.

STANDARD ATTRIBUTES, CERTIFICATIONS, AND TERMS & CONDITIONS

ITEM #6: INSURANCE REQUIREMENTS
FRISCO ISD’S REQUIREMENT MINIMUM INSURANCESHEET IS ATTACHED IN THE
“ATTACHMENT TAB” OF THIS SOLICITATION.

PROFESSIONAL CURRICULUM SERVICES. This category applies to professional services provided by licensed or certified individuals, such as Teachers, Fine Arts, Tutors, Health Services, etc. A certificate of insurance providing professional liability is required. An Additional Insured endorsement for Frisco ISD is desirable, but not mandatory.

CONTRACTED SERVICES. Contractors providing goods and/or services for Frisco ISD in response to an RFP must maintain certain minimum amounts of insurance. These requirements vary depending on the type and hazard of work being performed. The contractor’s policy must be primary over any other valid and collectible insurance carried by Frisco ISD, and Frisco ISD must be named as an Additional Insured with respect to work being done/service provided. Any immunity available to Frisco ISD shall not be used as a defense by the contractor’s insurance policy. All Contractors who perform contracted services for Frisco ISD are required to provide proof of insurance prior to the start of the project.

CAMPUS ENTERTAINMENT PROVIDERS. Campus Entertainment Providers, including DJ’s, Bounce Houses, Carnivals, and other Vendors, providing goods and/or services for Frisco ISD must maintain certain minimum amounts of insurance. The vendor’s policy must be primary over any other valid and collectible insurance carried by Frisco ISD, and Frisco ISD must be named as an Additional Insured. Any immunity available to Frisco ISD shall not be used as a defense by the vendor insurance policy. All vendors who perform contracted services for Frisco ISD are required to provide proof of insurance. A schedule of minimum requirements is provided. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the vendor/contractor.

VENDOR APPLICATION AND INFORMATION

Clear Form

This vendor's information form is intended for use in setting up an eligible vendor's profile in Frisco ISD's financial system. Vendors desiring to receive Requests for Proposals, Request for Qualifications or information about other Frisco ISD bidding opportunities should register in Ion Wave, the Districts' supplier portal at: <https://fisd.ionwave.net/Login.aspx>.

Submittal of this vendor's information is for the convenience of the Compliance Department. It is the responsibility of each vendor to keep the Compliance Department informed of any change of address.

In the event Vendor requires access to information from education records maintained by Frisco Independent School District (“the District”), Vendor understands and agrees that it is designated as a “school official” in order to perform an institutional service or function for which the District would otherwise use employees. Information from education records may only be disclosed to Vendor for the limited, legitimate educational purpose related to that service or function. Vendor understands and agrees that it is under the direct control of the District with respect to the use and maintenance of education records and that such records are privileged and subject to State and Federal laws, including the Family Educational Rights and Privacy Act (“FERPA”). Vendor agrees that it will not use education records for any unauthorized purpose and that it will not re-disclose, divulge, or discuss any information from education records to any other person without specific authorization from the District, or under obligation of State or Federal law.

Company Name:	VLK		
Doing Business As:	VLK		
Mailing Address:	1320 Hemphill Street, Suite 400		
	Street/P.O. Box		
	Fort Worth, Texas 76104		
	City, State ZIP		
Remit Address:	<input checked="" type="checkbox"/> Check if same as above		
	Street/P.O. Box		
	City, State ZIP		
Phone #	817.633.1600		
Web Page	https://vlkarchitects.com/		
Contact Person	Trey Laird	tlaird@vlkarchitects.com	
	Name	Email	
	Name	Email	

Do you accept purchase orders?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	N/A
			PO Email Address

Is your company an awarded vendor of a "coop" contract such as BuyBoard, TCPN, TIPS/TAPS, etc.?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
---	---------------------------	-------------------------------------

Cooperative Name (s):	N/A
-----------------------	-----

Bid/Contract Number(s):	N/A
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Is your company a sole source vendor?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	If yes, please attach supporting documentation.
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Types of goods/services provided:

Architectural and Real Estate Advisory Services

Applicant Signature:		Date:	_4/11/2025_____
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Instructions for FISD Vendor Application and Information Forms

Vendors must complete all sections of the attached forms. Please return completed forms to the campus secretary or department that you will be doing business with. Updates to existing information can be emailed to vendors@friscoisd.org or mailed to Frisco ISD, 5515 Ohio Dr., Frisco TX 75035.

Enclosed Forms:

- Vendor Application and Information Form
- Felony Conviction Form
- Conflict of Interest Questionnaire
- Substitute Form W-9 and ACH Enrollment Form

If the vendor is serving the district in the capacity of an Independent Contractor, a background check will be initiated when the completed Substitute W-9, Conflict of Interest and Felony Conviction forms have been received.

The vendor will receive an email from JD Palatine, a pre-employment screening company, with an email link which will initiate the background check. The information sent in the email link must be completed to continue the vendor process.

Instructions:

Substitute W-9 and ACH Enrollment Form

1. Enter your name as shown on your tax return. Name is required, do not leave blank
2. If operating as a DBA, enter that name on line 2, otherwise mark N/A
3. Check **one box only** for your entities federal tax classification. One box must be selected
4. If you have an exemption, enter on line 4
5. Enter your entity's physical address and remit to address (if different)
6. Enter your entity's physical city, state and zip code and remit to city, state and zip code (if different)
7. Enter your entity's taxpayer identification number (if #2 is applicable) or Social Security Number if you do not operate with an EIN. **Under IRS reporting requirements we are required to obtain the Social Security Number or Employer Identification Number.*
8. You must sign this document verifying your entity name, contact information and taxpayer identification number. This form will be returned to you if not signed and dated.

For Direct Deposit setup

1. Choose Initial Setup, Change, or Close Account
2. Enter information in all boxes (new and prior banking information is needed if changing account)
3. Enter the email account to be used. Payment modifications will be sent to the email you have provided
4. Attach required documentation (voided blank check or letter from your banking institution).
5. The form must be signed and required documentation attached or it will be considered invalid.

Please Note: Direct Deposit (ACH) is the Frisco ISD preferred method for payment of services rendered and/or goods purchased. Each vendor will be required to provide an e-mail address for the receipt notification on the Direct Deposit (ACH). The notification will have a voucher attached reflecting the amount of payment and date of deposit.

Felony Conviction Form

Please mark appropriate box; please be sure to complete all information including vendor name and appropriate signatures.

Conflict of Interest Questionnaire

Please see step by step instruction sheet enclosed.

Disclaimer: This information will be kept confidential to the extent permissible/possible by a State of Texas public entity, and only used for the purpose of FISD Vendor payments.



Substitute Form W-9: (IRS Rev. December 2014)

FRISCO ISD SUBSTITUTE FORM W-9
& ACH ENROLLMENT FORM

Clear Form

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

VLK

2 Business Name/disregarded entity name, if different from above

VLK

3 Check appropriate box for federal tax classification; check only **one** of the following boxes:

- ☐ Individual ☐ Sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/Estate
☐ Non-Profit Entity ☐ Government (Local, State or Federal)
☐ Limited Liability Company. Enter the tax classification (C = C Corporation, S = S Corporation, P = Partnership) ____
☐ Other (see instructions) _____

Note: Enter the owner's name on line 1 and mark the appropriate federal tax classification box for disregarded entities.

4 Exemptions: Exempt payee code (if any) ____ Exemption from FATCA reporting code (if any) _____

5 Address: Remit Address (if different):

1320 Hemphill Street, Suite 400

6 City, State, and ZIP code

Fort Worth, Texas 76104

City, State, and ZIP code

7 Taxpayer Identification Number (TIN):

Social Security Number (SSN): OR Employer Identification Number (EIN):
75 1993094

Certification:

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding due to failure to report interest and dividend income, and
- I am a U.S. citizen or other U.S. person (defined in the instructions), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

For additional instructions please refer to <http://www.irs.gov/pub/irs-pdf/fw9.pdf> to obtain a copy of the IRS Form W-9 General Instructions.

Signature of US Person: Date: 4/11/2025

Printed Name: Trey Laird Contact Phone: 214.455.3176

ACH Enrollment: ☐ No Change ☐ Initial Setup ☐ Change ☐ Close Account

This information is REQUIRED to process ACH payments. Without this information, your payment may be delayed.

Financial Institution Name:	Nine Digit Routing Number:	Prior Routing Number: *
Address:	Depositor Account Number:	Prior Account Number: *
City, State and ZIP code:	Type of Account: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	* Prior ACH instructions are required to be completed if changing/updating your ACH instructions

This account will be used for all payments by Frisco ISD unless specified here: _____

E-mail: _____

(Used for ACH payment notification)

Authorized Individual or Entity Signature:	Attachment Required (Select and attach one of the following items for verification):
Printed Name:	<input type="checkbox"/> Blank check (voided) or
Title:	<input type="checkbox"/> Photocopy of a cleared check or
Date:	<input type="checkbox"/> Letter from financial institution dated within 30 days of request

This authority is to remain in full force and effect until Frisco ISD has received written notification from the vendor of the termination in such time and in such manner as to afford Frisco ISD and the Depository a reasonable opportunity to act on it.)

FELONY CONVICTION NOTICE

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

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Please mark appropriate choice.

☐ My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

☒ My firm is not owned nor operated by anyone who has been convicted of a felony.

☐ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): N/A

Details of Convictions(s): N/A

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VLK

Vendor's Name

Trey Laird

Printed Authorized Company Official's Name

Signature Authorized Company Official's Name Date 4/11/2025

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

VLK

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?


☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

4/11/2025

Date

FRISCO ISD Product & Service Categories

001-00: Appliances & Equipment	022-06: CTE Supplies - Carpentry	045-00: Legal - Equipment & Materials	063-06: SPED - Contracted Services - Equip. Maint./Repairs
002-00: Appraisal Services	022-07: CTE Supplies - Cosmetology	045-01: Legal - Services	063-06: SPED - Contracted Services - Individual Eval.
003-00: Assessment - Scoring/Data Services	022-08: CTE Supplies - Criminal Justice	046-00: Legal - Software	063-07: SPED - Contracted Services - Misc. Non-Prof. Svcs.
003-01: Assessment - Software	022-09: CTE Supplies - Culinary	046-00: Library Supplies & Equipment	063-08: SPED - Contracted Services - OT/PT
003-02: Assessment - Testing Materials/Supplies	022-10: CTE Supplies - Engineering	047-00: Maintenance - Appliances & Furniture Repair	063-09: SPED - Contracted Services - Other
004-00: Athletics - General Supplies	022-11: CTE Supplies - Equipment/Tool Maintenance & Repair	047-01: Maintenance - Athletic/Grounds Equip. Repair Svcs	063-10: SPED - Contracted Services - Psychological Svcs.
004-01: Athletics - Green Fees	022-12: CTE Supplies - Fashion Design	047-02: Maintenance - Athletic/Grounds Equip./Supplies	063-11: SPED - Contracted Services - Residential Services
004-02: Athletics - Technology/Software	022-13: CTE Supplies - Fire Training	047-03: Maintenance - Athletic/Grounds Markings Supplies	063-12: SPED - Contracted Services - Staff Development
004-03: Athletics - Trainer Equipment/Supplies	022-14: CTE Supplies - Floral Design	047-04: Maintenance - Electrical Supplies	063-13: SPED - Contracted Services - Student Trans.
004-04: Athletics - Team Uniforms	022-15: CTE Supplies - Forensic Science	047-05: Maintenance - Elevator Repair	063-14: SPED - Contracted Services - Therapist
004-05: Athletics - Videography/Photography Equip/Svcs	022-16: CTE Supplies - General	047-06: Maintenance - Fence Material & Supplies	063-15: SPED - Contracted Services - Web Based Services
005-00: Auctioneer Services	022-17: CTE Supplies - Health Care	047-07: Maintenance - Fence Repair Services	063-16: SPED - Food - Snacks
006-00: Audio Equipment & Accessories	022-18: CTE Supplies - Marketing	047-08: Maintenance - Fertilizer Supplies	063-17: SPED - Food-Catering for Staff Meetings
007-00: Audit Services	022-19: CTE Supplies - Pharmacy Tech	047-09: Maintenance - Flooring Equipment	063-18: SPED - Foods - Life Skills/Living Skills
008-00: Awards & Trophies	022-20: CTE Supplies - Plasma Cutting Machines	047-10: Maintenance - Flooring Services & Repair	063-19: SPED - Furniture - Classroom, Cafeteria, Library
009-00: Beverages	022-21: CTE Supplies - Technology Software	047-11: Maintenance - General Equipment Rentals	063-20: SPED - Furniture - Office
010-00: Books/Reading Materials - General	022-22: CTE Supplies - Trailers	047-12: Maintenance - General Services & Repair	063-21: SPED - Institutional Supplies
010-01: Books/Reading Materials - Library Books	022-23: CTE Supplies - Veterinary Services/Supplies	047-13: Maintenance - General Supplies	063-22: SPED - Legal Services/Attorneys, lawyers
010-02: Books/Reading Materials - Textbooks	022-24: CTE Supplies - Welding	047-14: Maintenance - Grease Trap Services & Repair	063-23: SPED - Membership Fees
011-00: Building Materials & Supplies	023-00: Custodial Equipment & Supplies	047-15: Maintenance - Grounds Parts/Supplies	063-24: SPED - Mobility equip / Wheelchairs / Lift chairs
012-00: Cafeteria & Kitchen Equipment, Commercial	024-00: Custom Clothing (Screen Printing, Embroidery, Etc.)	047-16: Maintenance - HVAC Services & Repair	063-25: SPED - Specialized Equipment
013-00: Cameras, Photographic Equipment, Film, & Supplies	025-00: Data Processing Services	047-17: Maintenance - HVAC Supplies	063-26: SPED - Technology - Hardware Repair Services
014-00: Catering Services	026-00: Document Disposal/Shredding	047-18: Maintenance - Irrigation Parts/Supplies	063-27: SPED - Technology - Software
015-00: Cellular Phone Services/Equipment	027-00: Dry Cleaning Services	047-19: Maintenance - Irrigation Repair Services	063-28: SPED - Technology Supplies
016-00: Child Nutrition Equipment	028-00: FFE - Fixtures/Other	047-20: Maintenance - Locksmith Supplies	063-29: SPED - Travel - General
017-00: Childcare Services	029-01: FFE - Furniture	047-21: Maintenance - Misc.	063-30: SPED - Travel Agency Services
018-00: Communications - Emergency Notification Systems	029-02: FFE - Installation/Misc. Services	047-22: Maintenance - Painting Supplies	063-31: SPED - Vehicle Rental
018-01: Communications - Misc. Services	030-00: Field Trip-Elementary Day Trips	047-23: Maintenance - Pesticides	064-00: Sports Broadcast - Equipment
018-02: Communications - Public Relations Svcs. Software	030-01: Field Trip-Elementary Overnight Camps	047-24: Maintenance - Plumbing Services & Repairs	064-01: Sports Broadcast - Supplies
018-03: Communications - Streaming Services/Software	030-02: Field Trip-High School Day Trips	047-25: Maintenance - Plumbing Equipment	065-00: Technology - Computers, IPADs, Laptops
018-04: Communications - Survey Services/Software	030-03: Field Trip-Middle School Day Trips	047-26: Maintenance - Seed/Soil Supplies	065-01: Technology - Hardware Repair Services
018-05: Communications - Web Design Services/Software	031-00: Fine Arts - Band Uniforms	047-27: Maintenance - Welding Supplies	065-02: Technology - IPAD Repair Services
019-00: Communications & Media Services	031-01: Fine Arts - Cheer Uniforms	048-00: Medical Supplies; EMT Supplies, Bandages	065-03: Technology - Software (Physical)
020-00: Contracted Services - Architects	031-02: Fine Arts - Choir Supplies	049-00: Mileage	065-04: Technology - Supplies
020-01: Contracted Services - Accompanists	031-03: Fine Arts - Choir Uniforms	050-00: Misc. Fees/Dues - Athletics	065-05: Technology - Software License (Digital)
020-02: Contracted Services - Athletic Officials	031-04: Fine Arts - Costume or Apparel Rental	050-01: Misc. Fees/Dues - Facility Lease/Rental	065-06: Technology - Software License (Physical)
020-03: Contracted Services - Charter Bus Services	031-05: Fine Arts - Drill Team Supplies	050-02: Misc. Fees/Dues - General	066-00: Television Equipment & Accessories
020-04: Contracted Services - Clinicians	031-06: Fine Arts - Instrument Repair	050-03: Misc. Fees/Dues - Membership Fees	067-00: Transportation - Bus
020-05: Contracted Services - Consultants	031-07: Fine Arts - Instrument Repair	050-04: Misc. Fees/Dues - Shipping & Handling Fees	067-01: Transportation - Inspection
020-06: Contracted Services - Construction	031-08: Fine Arts - Musical Supplies/Equip.	050-05: Misc. Fees/Dues - Registration	067-02: Transportation - Tires & Tubes
020-07: Contracted Services - Custodial Services	031-09: Fine Arts - Musical Supplies/Equip.	050-06: Misc. Fees/Dues - Student Comp.	067-03: Transportation - Vehicle
020-08: Contracted Services - Diagnosticians	031-10: Fine Arts - Musical Supplies/Equip.	050-07: Misc. Fees/Dues - Utl.	067-04: Transportation - Vehicle Parts & Supplies
020-09: Contracted Services - DJ Services	032-00: Fire Prevention - General Services	051-00: Network Cabling	067-05: Transportation - Vehicle Rental
020-10: Contracted Services - Drug/Bomb Detection Services	032-01: Fire Prevention - Equipment & Supplies	052-00: Nursing - CPR Services/Supplies	067-06: Transportation - Vehicle Repair/Maint.
020-11: Contracted Services - Engineering	032-02: Fire Prevention - Extinguisher Inspect & Maint	052-01: Nursing - Supplies	068-00: Travel Agency Services
020-12: Contracted Services - Environmental	032-03: Fire Prevention - Sprinkler System Services	052-02: Nursing - Supplies	068-00: Travel Agency Services
020-13: Contracted Services - Equipment Rentals	033-00: Flags, Flag Poles, & Accessories	053-00: Office Equipment & Supplies - General	071-00: Uniforms - Rental Services
020-14: Contracted Services - Fire/Burglar Monitoring	034-00: Flower Arrangements	054-00: Physical Education Supplies & Equipment	071-01: Uniforms - Staff
020-15: Contracted Services - Judges	035-00: Food - Bakery Products, Fresh	055-00: Playground Equipment & Supplies	072-00: Utilities - Electric Services
020-16: Contracted Services - Maintenance	035-01: Food - Dairy Products, Fresh	056-00: Postage Meter - Supplies & Postage	072-01: Utilities - Gas Services
020-17: Contracted Services - Misc.	035-02: Food - Frozen	056-01: Postage Meter - Equipment Rental/Lease	072-02: Utilities - Internet Services
020-18: Contracted Services - Other Professional Services	035-03: Food - Perishable, Fruits & Vegetables	057-00: Print Shop - Primer Equipment	072-03: Utilities - Recycle Services
020-19: Contracted Services - Paint Artistry	035-04: Food - Snacks	057-01: Print Shop - Primer Software Only	072-04: Utilities - Telephone Services
020-20: Contracted Services - Psychological Services	035-05: Food - Staples, Grocery & Misc. Items	057-02: Print Shop - Supplies	072-05: Utilities - Trash Services
020-21: Contracted Services - Residential Services	036-00: Fuel	057-03: Print Shop - Technology/Software	072-06: Utilities - Water Services
020-22: Contracted Services - Roofing	037-00: Fundraising	058-00: Printing - Construction Documents/Spec. Projects	073-00: Water Delivery Service
020-23: Contracted Services - Security/SRO	038-00: Graduation - Services	058-01: Printing - Conferences/Printers, Equipment & Supplies	
020-24: Contracted Services - Speakers	039-00: Graduation - Supplies	058-02: Printing - General Services	
020-25: Contracted Services - Staff Development	039-01: Guidance/Counseling - Abstinence Services	059-00: Promotional Supplies	
020-26: Contracted Services - Therapist	039-02: Guidance/Counseling - Abstinence Software	060-00: Prosthetics & Hearing Assistance Devices	
021-00: COVID - Cleaning & Sanitization	039-03: Guidance/Counseling - Addition & Prev. Software	061-00: Security - Alarm Systems Equipment & Supplies	
021-01: COVID - Desk Dividers/Barriers	039-04: Guidance/Counseling - Addition & Prev. Services	061-01: Security - Card/ID Systems Supplies/Software	
021-02: COVID - Drink Station Adapters	039-05: Guidance/Counseling - Addition & Prev. Supplies	061-02: Security - General Supplies	
021-03: COVID - Other	039-06: Guidance/Counseling - Bully Prevention Services	061-03: Security - Police/SRO Security Supplies	
021-04: COVID - PPE	039-07: Guidance/Counseling - General Supplies	061-04: Security - Radio & Telephone Equip.	
021-05: COVID - Sanitization wipes	039-08: Guidance/Counseling - General Technology/Software	062-00: Sewing Nations, Accessories & Supplies	
021-06: COVID - Signage	039-09: Guidance/Counseling - Services	063-00: SPED - Audio Equipment & Accessories	
021-07: COVID - Technology	040-00: Insurance	063-01: SPED - Books & Reading Material	
021-08: COVID - Thermometers	041-00: Insect & Rodent Control Services	063-02: SPED - Conference Registrations	
022-00: CTE Supplies - Agriculture	042-00: Instructional Supplies	063-03: SPED - Contracted Services - Consultants	
022-01: CTE Supplies - Agriculture & Livestock Services	043-00: Interpreter Services	063-04: SPED - Contracted Services - Diagnosticians	
022-02: CTE Supplies - Agriculture & Livestock Supplies	044-00: Laundry Equipment		
022-03: CTE Supplies - Auto Tech			
022-04: CTE Supplies - Bio Med			
022-05: CTE Supplies - Business			

Instructions: please select the code(s) for the products and/or services your organization can provide to Fisd. Add information about other products & services not listed below:

Architectural/Planning Services, Real Estate Advisory, Construction Administration, Architectural Design, District Facility Master Planning, Educational Specifications, Interior Design, Technical Specifications, Construction Documents, Bond Planning/Promotion Services, Bond Committee Facilitation, Long-Range Facility Planning, Facility Condition Assessments



**UNCOMPROMISING
EXCELLENCE**

Exhibit C

Additional Terms and Conditions – Commercial Real Estate Broker Services

These Additional Terms and Conditions are incorporated into the Amendment to Professional Services Agreement dated November 10, 2025, including all exhibits (collectively, the “Agreement”).

A. VLK Architects LLC (“VLK”), through its consultant, Harvest MXD Inc. (HMXD), will provide the following non-exclusive services to the Frisco Independent School District (“District”):

1. Research market area conditions, attributes of property, and any other necessary information to help determine an appropriate valuation.
2. District authorizes Broker and Broker’s associates, at Broker’s sole cost and expense, to (i) advertise Property by the means and methods Broker reasonably determines to be appropriate for such property based on then-current market practices for properties substantially similar to the Property, in addition to the District’s required newspaper advertisements; (ii) furnish comparative marketing and sales information about other properties to prospective purchasers; (iii) disseminate information about the Property to other brokers and their associates through a multiple-listing service and such other means as Broker reasonably determines to be appropriate. The properties can be marketed separately or in conjunction with another.
3. When assisting the District with the sale of Property, Broker shall provide the District monthly status reports or updates indicating progress in pursuit of the sale of applicable property.
4. When assisting the District with the sale of Property, meet with District personnel on no less than a monthly basis to review information and negotiations related to the sale of Property.
5. Assist the District’s legal counsel with negotiation of all aspects of the sales contract and other requirements related to the sale of Property.
6. Assist the District and the District’s legal counsel in coordinating efforts to achieve a timely and efficient documentation and closing of transactions related to the sale of Property.

B. Broker will commit a service team of professionals, including, but not limited to, Christopher Paul Harden, License #566104, for this engagement. Other individuals may be called upon to provide additional expertise as deemed necessary by Broker. The District’s primary contact

shall be Christopher Paul Harden. Such service team of professionals and other called upon individuals shall be hereinafter referred to as the “Engagement Team.”

All negotiated arrangements relating to a real estate transaction with the District as principal are at all times subject to the District’s approval. Broker shall not have the authority to bind the District in any manner and shall not have the authority to execute any document in the name of or on behalf of the District. Broker shall expressly disclose the limitations on its authority described in this paragraph to any and all prospective purchasers. Broker shall promptly deliver to the District any and all offers received by Broker to purchase Property. With respect to any contracts that are entered into by the District as a result of the services provided by Broker hereunder, Broker shall provide to the District copies of all written correspondence and disclosure documentation directly pertinent to such contract.

C. In addition to the other terms and conditions contained herein, any Property being sold by the District shall be sold on the terms and conditions set out in the Real Estate Sales Contract provided by the District, and in compliance with the terms and conditions as set forth in the District’s bid package provided in connection with District’s notice to open enrollment charter schools (if applicable for any Property) and to the general public of the offer of the Property for sale pursuant to Chapter 272 of the Texas Local Government Code. If sold, the Property will be sold for a price acceptable to District.

D. It is understood and agreed that Broker is a separate legal entity from the District and none of Broker’s employees, consultants, subcontractors, volunteers, or agents shall be deemed for any purposes to be employees or agents of the District. Broker assumes full responsibility for the actions of Broker’s personnel, consultants, subcontractors, and volunteers while performing any services, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers’ compensation, disability benefits and like requirements and obligations. **BROKER HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE DISTRICT AGAINST LIABILITY RELATED TO THIS PARAGRAPH.**

E. Nothing herein shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party.

F. The District does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of the Agreement and performance of the functions or obligations described herein.

G. Each party represents and warrants to the other that the execution of the Agreement has been duly authorized, and that the Agreement constitutes a valid and enforceable obligation of such party according to its terms. Each party represents and warrants to the other party that (i) it has the full right and power to enter into the Agreement and to perform its obligations hereunder; (ii) the execution of the Agreement and the performance of its obligations hereunder does not and will not conflict with or result in a breach (including the passage of time) of any other agreement to which it is a party; and (iii) the Agreement has been duly executed and delivered by such party in accordance with its terms.

H. No assignment of the Agreement or of any duty or obligation or performance hereunder, shall be made in whole or in part of either party without the prior written consent of the other party. Any attempted assignment or delegation by Broker shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph. Broker shall not subcontract any portion of the services to be provided hereunder without the prior written consent of the District, which consent may be withheld at the District's sole discretion.

I. Broker is not authorized to release any information to the press regarding any real estate transaction covered by this Agreement unless Broker has received prior written approval of the District. Broker is not authorized to release or disclose any information regarding the value of Property, including any appraisal reports (if any), or to release any information designated by the District as confidential, except with prior written approval of the District. However, the Broker may share property details, pricing, and comparable sales information as part of the Broker's marketing efforts unless the District explicitly restricts the sharing of such information. Nothing in this Agreement is intended to restrict any of the District's legal obligations under the Texas Public Information Act, Government Code Section 552.001, *et seq.*

J. During the course of pursuing agreements, and the course of performance, Broker will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any employees or officials of District, its authorized agents and representatives, or to family members of any of them. If at any time Broker believes there may have been a violation of this obligation, Broker shall notify District in writing of the possible violation. District is entitled to request a representation letter from Broker, its subcontractors or vendors at any time to disclose all things of value passing from Broker, its subcontractors or vendors to District's personnel or its authorized agents and representatives.

For all transactions in which Broker is entirely or partially responsible for having procured a bid for Property, Broker shall disclose in writing to District: any existing ownership interest or prior ownership interest within the previous two years in any corporation, company, partnership, association, joint venture, or other entity, and any joint venture or familial relationship, to which District is considering selling Property. Such disclosures shall be given prior to District's entering into an agreement regarding the same.

As part of this engagement, Broker agrees to diligently perform the services provided to the District. Broker shall devote sufficient time to, and shall use its best efforts, skill, judgment, and abilities in, performing the services provided to the District in order to fulfill Broker's obligations under this Agreement in an expedient and first-class manner. Broker shall perform its duties under

this Agreement in accordance with applicable laws, rules, and regulations and in accordance with the highest professional standards of conduct in the industry.

K. Broker shall retain copies of contracts that are entered into by District as a result of the services provided hereunder. Broker shall make the said materials available for audit, examination, excerpt, and transcription to District, or District's authorized representatives and shall maintain and retain the same for the minimum period required by state law for record retention for public school districts or local governmental units, but in no event less than a period of four (4) years following expiration or termination of this agreement. Prior to the destruction or disposal of any records or documents related to this Agreement, Broker will notify the District in writing within thirty (30) days of the scheduled destruction or disposal and give the District an opportunity to obtain possession of, retain, and store the same at its own cost.

L. Broker represents and warrants that it is duly licensed as a real estate broker authorized to provide real estate brokerage services in accordance with this Agreement by the Texas Real Estate Commission ("TREC") under the Texas Real Estate License Act (the "Act"), as amended, and will maintain that license in full force and effect at all times during the term of this Agreement. All associates employed by Broker to assist with marketing and selling of Property, and all other brokers with whom Broker cooperates in connection with marketing and selling of the Property will be duly licensed by TREC as real estate brokers or agents in accordance with the Act when any such services are rendered. All activities by Broker and Broker's associates hereunder will be conducted in material compliance with the Act, the rules and regulations of TREC, and all other provisions of applicable law.

M. No waiver of a breach of any provision of the Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach

N. Both parties agree to work together under a standard of good faith and fair dealing under the Agreement. Broker shall not be authorized to and will not make any binding commitments or agreements on behalf of District and will not represent that it is authorized to do so unless such authorization is expressly provided in writing by the District. Broker affirms that there is no personal or financial conflict of interest between Broker or Broker's family and the District.

O. Notwithstanding anything contained herein to the contrary, any sale of District Property is an exclusive listing in that District retains the right to publish and advertise a Property for sale without the assistance of a real estate broker in accordance with law, including Texas Education Code 11.1542 and Chapter 272 of the Texas Local Government Code. Pursuant to Texas Education Code 11.1542, District shall provide notice to any open enrollment charter schools (if applicable) and, pursuant to Texas Government Code Chapter 272, District shall advertise to the general public of the offer of the Property for sale.

Exhibit D
Description of Properties

Property #1:

Phillips Creek Ranch Site, Denton County, Texas, 11.782 acres

Legal description:

A0727A LAWHORN, TR 10F,10E(1), 11.782 ACRES, OLD DCAD TR #8

It is anticipated that the sale will include the entirety of the property.

Property #2:

Trent Middle School Site, Denton County, Texas, 27.647 acres

Legal description:

TRENT MIDDLE SCHOOL BLK A LOT 1

It is anticipated that the sale will include an undeveloped portion of property along the northern boundary adjacent to Panther Creek Parkway.

Property #3:

Memorial High School Site, Collin County, Texas, 83.22 acres

Legal description:

MEMORIAL HIGH SCHOOL, BLK A, LOT 1

It is anticipated that the sale will include an undeveloped portion of property along the southern boundary adjacent to Eldorado Parkway.

Exhibit E

Harvest MXD Inc. Broker Licenses

HARVEST MXD INC.
2675 STRATTON WOODS VW
COLORADO SPRINGS, CO 80906



Harvest MXD Inc.
2675 Stratton Woods Vw
COLORADO SPRINGS, CO 80906

Real Estate Broker License

Broker License #: 9013496
License Expires: 05/31/2027

Having provided satisfactory evidence of the qualifications required by the Texas Real Estate License Act, Occupations Code, Chapter 1101, authorization is granted to use this title: Real Estate Broker

For additional information or to file a complaint please contact TREC at www.trec.texas.gov.

A handwritten signature in blue ink that reads "Chelsea Buchholtz".

Chelsea Buchholtz
Executive Director

CHRISTOPHER PAUL HARDEN
2675 STRATTON WOODS VW
COLORADO SPRINGS, CO 80906



Real Estate Broker License

CHRISTOPHER PAUL HARDEN
2675 Stratton Woods Vw
COLORADO SPRINGS, CO 80906

Broker License #: **566104**
License Expires: **06/30/2026**

Having provided satisfactory evidence of the qualifications required by the Texas Real Estate License Act, Occupations Code, Chapter 1101, authorization is granted to use this title: Real Estate Broker

For additional information or to file a complaint please contact TREC at www.trec.texas.gov.

A handwritten signature in blue ink that reads "Chelsea Buchholtz".

Chelsea Buchholtz
Executive Director

ROBERT FRANKLIN MILLER III
C/O HARVEST MXD INC.
CHRISTOPHER PAUL HARDEN
2675 STRATTON WOODS VW
COLORADO SPRINGS, CO 80906



Real Estate Sales Agent License

Sales Agent: **ROBERT FRANKLIN MILLER III**

Sales Agent License #: **529759**

License Expires: **01/31/2027**

Sponsoring Broker: **Harvest MXD Inc.**

Sponsoring Broker License #: **9013496**

Having provided satisfactory evidence of the qualifications required by the Texas Real Estate License Act, Occupations Code, Chapter 1101, authorization is granted to use this title: Real Estate Sales Agent

For additional information or to file a complaint please contact TREC at www.trec.texas.gov.

A blue ink signature of Chelsea Buchholtz, the Executive Director of TREC, is written over a faint circular seal of the State of Texas.

Chelsea Buchholtz
Executive Director