



REQUEST FOR CONTRACT UPDATE # 2

Pursuant to the terms of your awarded contract, all Contractors must notify and receive approval from Region 14 Education Service Center (“**Region 14 ESC**”) when there is an update to the contract. No request will be officially approved without the prior written authorization from Region 14 ESC. Region 14 ESC reserves the right to accept or reject any request.

Rush Truck Centers of Texas, LP (Contractor Name) hereby provides notice of the following update to Region 14 ESC contract number 05-47 for Heavy Equipment, Diesel Truck, Bus Parts & Related Goods & Services (Contract Title) on this date 3/31/2026.

Instructions:

Vendors must check all that may apply and provide supporting documentation. Be sure to sign the signature page with all required signatures, prior to submitting your update for approval.

Authorized Affiliates/Dealers/Distributors/Resellers

- Additions
- Deletions

Products/Services (check all that apply)

- Additions
- Deletions
- Modifications
- Pricing Update

Material Change

- Assignment
- Change in Ownership (Sale/Purchase)
- Bankruptcy
- Acquisitions
- Merger
- Supporting Documentation

Other Vendor may include other notes regarding the contract update here: (attach another page if necessary).

This Survival clause below shall be added to Master Agreement #05-47.

Survival. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 14 ESC under the terms and conditions of the Contract prior to the Contract's expiration shall survive the expiration or termination of the Contract. All purchase orders issued and accepted by Contractor prior to expiration of the Contract shall survive expiration or termination of the Contract.

Rush Truck Centers of Texas, LP
Vendor Name

Mike Lyons
Submitted By

Signed by: Mike Lyons 4/6/2026
Signature 2583FD892EBF469... Date

FOR USE BY Region 14 ESC ONLY:

Emily Jeffrey, Chief Financial Officer

Signed by: Emily Jeffrey 4/6/2026
Signature 45E64F20707547B... Date

For material changes, the awarded contract holder and/or subsequent assignee agrees to and understands the following principles:

1. **Contract holder reference.** If the contract holder has undergone a merger, acquisition, or partial assignment, where they still maintain the contract, then all transactions made under the existing contract number (including purchase orders) must reference the name of the awarded contract holder. The exception to this requirement is if the contract holder no longer holds the contract or if the company has been acquired by another company and undergone a name change. Notice of the authorized name change, to the existing contract, must be provided and approved by Region 14.

In instances where the contract holder has acquired a separate and distinct company, and it is necessary to designate those certain purchases facilitated by the non-contract holder, then this designation may be made if, and only if, the contract holder is also referenced on the transaction.

2. **Maintenance of Records.** Both the awarded contract holder and subsequent assignee agree to remain responsible for maintaining all auditable records, including documents kept in the ordinary course of business and sales invoices, related to OMNIA Partners, Public Sector, NCPA, and/or contract number pursuant to the statutory requirements identified in the vendor contract.
3. **Payments.** Both the awarded contract holder and subsequent assignee agree that all payments made by participating entities must be made directly to the contract holder, unless otherwise approved by Region 14. Accordingly, both parties acknowledge that in

instances where it is necessary to designate the purchases facilitated by assignee, that the contract holder must also be referenced on the purchase order.

4. **Handling of Proprietary and/or Confidential Information.** In accord with the terms of the contract, both awarded vendor and assignee agree that at all times it will hold in strict confidence and not disclose to any third party confidential and/or proprietary information of Region 14, except as approved in writing by Region 14, and will use the confidential information for no purpose other than providing services under the contract. Both awarded vendor and assignee shall only permit access to confidential information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

This document is to be construed in strict accordance with the terms and conditions outlined in the Region 14/vendor Master Agreement referenced herein. Both awarded vendor and assignee agree to uphold the vendor obligations set forth in the vendor agreement. This agreement will become effective when signed by all parties.