



City Attorney Review



### CONTRACT EXECUTIVE OVERVIEW

Vendor Name: Iteris, Inc.

Bid/Contract Ref # Proposal Invitation No. 795-26-Traffic Signal Systems and Safety Barrier Products

Agency Name: Texas BuyBoard National Cooperative

Contract Type: Piggyback

Contract Value OVER \$50K

Resolution # 2026- 58

City Council Approval Date: 4/22/2026

Contract Term End Date 3/31/2027

Renewable Y/N Y

If yes # and length of renewals: At the discretion of the Cooperative

City's Project Manager(s) Tyler Gibson

**Brief Description/Purpose:**

To utilize the terms, conditions, scope and pricing of the Texas BuyBoard National Cooperative Agreement for Traffic Signal Systems and Safety Barrier Products as needed.

**Approvals:**

Responsible Dept. Director Carl Cote  
DocuSigned by: D9149C6987AB49F...

Date: Apr 22, 2026 | 4:15 PM EDT

City Finance Helena Blues  
Signed by: 4E2A2804B67B492...

Date: Apr 24, 2026 | 12:57 PM EDT

City Attorney Marcus Duffy  
Signed by: D9FD417...

Date: Apr 23, 2026 | 4:06 PM EDT

City Manager Mike McLaughlin  
Signed by: D7DF1A254975438...

Date: Apr 24, 2026 | 1:22 PM EDT

Vendor Name and Email: Mike Searle msearle@iteris.com



# City of PALM COAST

**Finance Department**  
**Budget & Procurement Office**

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

Iteris, Inc.  
Attn: Mike Searle  
1250 S. Capital of Texas Highway, Ste 1-330  
Austin, TX 78746

RE: Engagement Letter Authorizing Piggyback

Traffic Signal Systems and Safety Barrier Products  
Contract Name

Texas Buyboard National Cooperative #795-26  
Contract Reference

Dear Mike,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with its terms and conditions and pricing. If agreed, please indicate approval by electronically signing below as well as the Addendum covering the E-Verify and Public Records requirements.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

All invoices should be sent via email to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com). If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below if you have any questions.

Regards,  
*Shannon Nolan*  
Shannon Nolan  
Procurement Coordinator  
sknolan@palmcoastgov.com

**This Engagement Letter is hereby acknowledged and agreed to:**

**CITY OF PALM COAST**

Signed by:  
By: Mike McGlothlin  
D7DF1A254975438...

Print Name: Michael McGlothlin

Title: City Manager

Date: Apr 24, 2026 | 1:22 PM EDT

**ITERIS, INC.** DocuSigned by:

By:   
(Authorized Signatory) ID: 344D...  
Print Name: Mike Searle

Title: Regional Vice President

Date: Apr 1, 2026 | 9:14 AM PDT

**ENGAGEMENT LETTER ADDENDUM****1. E-Verify Registration and Use.**

*“Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:*

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and*
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.*

*By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), “Employment Eligibility,” as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred because of the termination of this Agreement in accordance with this section.”*

**2. Prohibition against considering social, environmental, political, or ideological interests in government contracting**

*Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor’s social, political, or ideological interests such as:*

- a. The Contractor’s political opinions, speech, or affiliations.*
- b. The Contractor’s religious beliefs, religious exercise, or religious affiliations.*
- c. The Contractor’s lawful ownership of a firearm.*
- d. The Contractor’s lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.*
- e. The Contractor’s engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.*
- f. The Contractor’s support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking.*
- g. The Contractor’s engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein.*
- h. The Contractor’s failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.*

3. **Scrutinized Companies**

**A.** Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

4. **Public Records.**

**A.** The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a “contractor” as defined in Section 119.0701(1) (a), Florida Statutes, or an “agency” as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

5. Keep and maintain all public records required by CITY to perform the Services herein; and
6. Upon request from CITY’s custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
7. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
8. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY’S custodian of public records, in a format compatible with the information technology systems of CITY.

**B.** All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney’s fees through any appeals, resulting from SUPPLIER’S failure to comply with these requirements.

**c. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK’S OFFICE AT 386-986-3713, [cityclerk@palmcoastgov.com](mailto:cityclerk@palmcoastgov.com), 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.**

9. **Governing Law**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles. The parties agree that any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court. Each party hereby consents to the personal jurisdiction of such courts and waives any objection based on venue or inconvenient forum.

**10. Sovereign Immunity**

City of Palm Coast expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City of Palm Coast as set forth in Section 768.28, Florida Statutes.

**11. Taxes**

Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

**CITY OF PALM COAST**

**SUPPLIER**

By: Signed by:  
Mike McGlothlin  
D7DF1A254975438...

Print Name: Michael McGlothlin

Title: City Manager

Date: Apr 24, 2026 | 1:22 PM EDT

DocuSigned by:  
  
(Authorized Signatory)  
673F8989B9F34D...

Print Name: Mike Searle

Title: Regional Vice President

Date: Apr 1, 2026 | 9:14 AM PDT



**Responding vendors must read all sections of this Proposal Invitation carefully.  
Even if your company has submitted proposals on previous BuyBoard proposal invitations, terms and requirements may have changed.**

## NOTICE OF PROPOSAL INVITATION

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative), 12007 Research Blvd., Austin, Texas 78759 is a statewide purchasing cooperative for school districts, junior colleges, cities, counties, and other political subdivisions. The Texas Association of School Boards, Inc. (TASB), a Texas nonprofit corporation, 12007 Research Blvd., Austin, Texas 78759, serves as the Cooperative's administrator. The Cooperative is endorsed by TASB, the Texas Municipal League (TML), a Texas unincorporated nonprofit association, 1821 Rutherford Lane, Austin, Texas 78754, and the Texas Association of Counties (TAC), a Texas nonprofit association, 1204 San Antonio, Austin, Texas 78701.

The Cooperative's contracts for commodities and services are available to the members of TASB, TML, and TAC, and other local governmental entities that are members of the Cooperative and eligible to purchase through a government purchasing cooperative or interlocal contract. TASB, the Cooperative administrator, provides an online marketplace to the Cooperative known as the BuyBoard which enables members to review available contracts and make purchases of awarded commodities and services electronically.

The Cooperative is soliciting sealed proposals for products, supplies, services and/or equipment as set forth in this Proposal Invitation on behalf of all present and future members of the Cooperative. There may be over 1,000 Texas public school districts and junior colleges, over 900 municipalities, 400 counties, and numerous other political subdivisions (i.e. river authorities, special districts, public housing authorities, etc.) participating in the Cooperative at any given time. Awarded products and services may also be available to the administrator's nonprofit entity BuyBoard subscribers and, in the event of a piggyback award, members of the National Purchasing Cooperative located throughout the United States as further explained in the Proposal Invitation.

Completed sealed proposals for **Proposal No. 795-26 for Traffic Signal Systems and Safety Barrier Products** must be received ***on or before 4:00 PM October 30, 2025***, either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission as set out in the Instructions to Proposers. **Late proposals will not be accepted.**

**Unless a different time period is stated in the General Information document for this Proposal Invitation, questions, requests for information or clarification, or comments regarding this Proposal Invitation, including the specifications, must be submitted in writing, addressed as indicated below, and received by the Cooperative administrator no later than the 10<sup>th</sup> business day before the Proposal Due Date. The Cooperative will respond only to written questions.**

The Local Government Purchasing Cooperative

**Attn:** TASB Director, Cooperative Procurement

12007 Research Blvd.

Austin, TX 78759

**E-Mail:** bids@buyboard.com



## PROPOSAL INVITATION NO. 795-26

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## INSTRUCTIONS TO PROPOSERS

### Electronic Proposal Submission

The Cooperative requests that Vendors submit Proposals electronically in accordance with the instructions herein via the link available on the following website:

- [buyboard.com/vendor](http://buyboard.com/vendor)

There is no cost to the Vendor to register or use the electronic proposal submission option. To the extent a vendor is unable to submit a Proposal electronically through the proposal website, instructions for hard copy submissions are provided below.

#### *Before you submit*

- In order to submit a Proposal electronically, you must have a working registered vendor username and password to login. If you do not have a registered vendor username and password, you may obtain one by registering at [buyboard.com/vendor](http://buyboard.com/vendor). **Note to existing BuyBoard vendors: The registered vendor login used for electronic proposal submission is NOT the same as your existing login used to check purchase orders or similar vendor information under awarded contracts.** Vendors are highly encouraged to ensure you have a working vendor login well in advance of the submission deadline.
- Vendor is responsible for ensuring it has the technical capability to submit its Proposal via electronic submission.
- Browser requirements can be found at <https://buyboard.ionwave.net/BrowserCompatibility.html>.
- VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor the Cooperative administrator shall be responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal or inaccessibility of the submitted data. Accordingly, Vendors are highly encouraged to prepare and allow for sufficient time to familiarize itself with the electronic submission requirements and to address any technical or data issues prior to the Proposal Due Date.

#### *How to submit Proposal electronically*

- Login using your registered vendor login at [buyboard.com/vendor](http://buyboard.com/vendor) under the "Register/Login/Submit Proposal" link.
- The page will open to the list of "Available Bids."
- Click on the applicable Proposal Invitation number under the "My Invitations" or "Other Bid Opportunities" section to view this Proposal Invitation request.
- **Review and follow all instructions on the webpage.**
- **VENDOR INFORMATION** – Select the "Attributes" tab to locate the Vendor Contact Information fields required to be completed and submitted.
  - Vendors must respond to each item by providing the information requested. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**
- **PROPOSAL SPECIFICATIONS** – Select the "Line Items" tab to locate the Proposal Specifications.
  - Input all required proposal pricing information (discount (%) off catalog/pricelist, line item pricing, hourly labor rates, and/or other related pricing information) as specified.



- Vendors must respond to each line item by either providing the information requested in the specifications, adding alternates to provide additional information (as necessary), or by indicating no bid. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**
- **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
  - i. **Manufacturers shall be listed in alphabetical order**
  - ii. **Vendor must list one specific percentage discount for each manufacturer listed. Use the "Add Alternates" option as needed to add additional manufacturers.**
- **PROPOSAL DOCUMENTS** - To upload your Proposal documents, select the "Response Attachments" tab and upload a *signed, complete* copy of your Proposal in *searchable PDF format*, including all required proposal documents (Proposal Forms, and any other documents required by the Proposal Invitation). **Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**
- **PROPOSAL SUBMISSION** - Select the "Response Submission" tab to submit the Proposal.
  - If an error or multiple errors occur, the system will display the location of the error(s).
  - Go to the problem area and correct the errors. You must go to the specific tab(s) that contain(s) the error(s) to review the error detail and correct the error(s). *Your submission will not be submitted until all errors are corrected.*
  - Once all errors are corrected, proceed to the "Response Submission" tab to submit the response.

***How to submit hard copy Proposal – Paper copies will NOT be accepted***

While the Cooperative requests electronic submission of Proposals through the designated website, any Vendor without the technical capability or wishing to submit a hard copy Proposal may do so in accordance with the following instructions:

- Contact BuyBoard staff at [bids@buyboard.com](mailto:bids@buyboard.com) to request a copy of the Proposal Specification Form and other forms not included in this packet in hard copy form *at least five (5) business days prior to the Proposal Due Date.*
- Submit the signed, completed Proposal in a sealed envelope or carton properly marked with the Proposal Invitation number and Proposal submittal date and time and containing all required proposal documents (including forms, completed Proposal Specification Form, and any other documents required by the Proposal Invitation). The Proposal must be submitted in *electronic, searchable PDF format on a USB flash drive, CD or DVD. Paper copies will NOT be accepted.*
- **The Proposal Specification Form and Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**
  - **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
    - a. **Manufacturers shall be listed in alphabetical order**
    - b. **Vendor must list one specific percentage discount for each manufacturer listed.**
- Any hard copy electronic Proposals must be delivered via hand delivery or U.S. Mail to the address below so as to be received on or before the Proposal Due Date and time:

The Local Government Purchasing Cooperative  
12007 Research Blvd.  
Austin, TX 78759



**VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR’S PROPOSAL.** Neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered late by the United States Postal Service or any other delivery or courier service. Further, neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered in a corrupt or unreadable electronic format.

*Faxed and/or emailed Proposals will NOT be accepted.*

**REQUIREMENTS FOR VENDOR CATALOGS/PRICELISTS IN PROPOSALS**

*Note: The following instructions set forth the requirements for Vendor catalogs/pricelists submitted with Proposals for proposal evaluation purposes. If awarded a Contract, Vendor may be required to resubmit catalogs/pricelists in the format described in the BuyBoard Technical Requirements as detailed further in the Proposal Invitation.*

**Electronic catalogs/pricelists must be submitted with Vendor’s Proposal in the required format (whether submitted electronically through the designated website or in hard copy format via mail or hand delivery) or the Proposal will not be considered.** The following is required of all Vendor catalog(s)/pricelist(s) submitted to the Cooperative for evaluation with the Proposal:

Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with **Excel or searchable PDF** preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

**Below is a sample chart**, with examples of data for each field, showing the data fields that Vendors MUST include in each submitted pricelist/catalog with the Proposal:

BuyBoard Specification Item No. Category	Part/Item Number	Item Description	MSRP/List Price (before BuyBoard Discount)
1	1234	Desk	\$50.00
2	1235	Chair	\$20.00

**The catalogs/pricelists must include all listed data fields (BuyBoard specification category, part/item number, item description, and list price) or the Proposal will not be considered. Catalogs and pricelists should contain only items that relate to the items requested in the specifications.** Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the Proposal, including catalogs or pricelists submitted with the Proposal, do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems to be, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

**WITHDRAWAL OR MODIFICATION OF PROPOSALS**

Proposals may be withdrawn or modified prior to the Proposal Due Date and time, but only in accordance with section B.11 (Withdrawal or Modification of Proposal) of the General Terms and Conditions in this Proposal Invitation.



## GENERAL INFORMATION

### Proposal Invitation No. 795-26 – Traffic Signal Systems and Safety Barrier Products

**\*Please make sure that you have reviewed and completed all sections of this Proposal Invitation.**

1. **Notice of Proposal Invitation and Instructions to Proposers**
2. **General Information**
3. **Proposal Forms**
4. **Proposal Specifications**
5. **General Terms and Conditions**
6. **BuyBoard Technical Requirements**

### PROPOSAL SUBMISSION INSTRUCTIONS

Proposal responses (including completed and signed Proposal Invitation forms, completed Proposal specifications, and pricelists/catalogs) must be submitted in electronic format in the manner prescribed in the Instructions to Proposers.

### INTENT AND PURPOSE OF THE CONTRACT

The intent of this Proposal Invitation is to solicit sealed Proposals to establish a contract for various types of Traffic Signal Systems and Safety Barrier Products that may be procured by Cooperative members. Because individual members require different equipment, supplies, and/or services, this Proposal Invitation is a request for a discount off of catalog or price list for systems, products, and equipment and not-to-exceed hourly labor rates for installation and repair. Purchases can be made by a Cooperative member at any time during the Contract term. Except as provided in section E.4 of the General Terms and Conditions or otherwise in this Proposal Invitation, Vendor shall hold its Awarded Pricing firm during the Contract term. In the event of price decreases, such price decreases shall be allowed for all products.

### TERM OF CONTRACT

The term of this contract will be from April 1, 2026, through March 31, 2027, with two possible one-year renewals.

As set forth in the General Terms and Conditions, an awarded Vendor has no right to or vested interest in contract renewal. The determination as to whether to renew or non-renew any Vendor Contract, in whole or in part, shall be in the sole discretion of the Cooperative.

**For purposes of this Proposal Invitation, a Vendor must generate a minimum of \$15,000 through the Contract during an annual contract term or may not be offered a renewal.** A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations.

### VALUE OF CONTRACT

**The estimated value of this contract is \$21,927,345;** however, this estimate is based on prior contracts for similar types of products and services and should not be construed to be a guaranty of either a minimum or maximum amount since usage may be dependent upon multiple factors including Cooperative members' actual needs and available funding.



## **SERVICE FEE**

An awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of 2% per Purchase Order generated from any contract awarded under this Proposal Invitation, and the service fee is to be included in the Awarded Pricing. Vendor agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas, promptly upon payment by the Cooperative member for any Purchase Order(s) and within 30 days of the date of each service fee invoice. As set forth in more detail in the General Terms and Conditions, an awarded Vendor will be required to provide the Cooperative with copies and/or reports of all Purchase Orders generated from Vendor's Contract(s) that Vendor receives directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding Cooperative member purchases under any awarded Contract as the Cooperative administrator may require in its reasonable discretion. The Cooperative shall have the right, upon reasonable written notice, to review records of awarded Vendors pertaining to purchases under any awarded Contract to verify purchase activity under the Contract, the accuracy of service fees payable by Vendor, or as otherwise reasonably necessary for the administration of the Contract or when required by law.

## **CONFIDENTIAL INFORMATION**

Any information submitted by Proposer that Proposer considers to be confidential must be clearly identified as such on the Confidential/Proprietary Information Form.

## **AWARD AND EVALUATION**

All information required by this Proposal Invitation, including catalogs/pricelists where required by the Proposal Specifications, must be submitted with the Proposal or your Proposal will be deemed nonresponsive. Responsive Proposals will be evaluated, and any Contracts will be awarded based on the evaluation and award criteria as set out in Section C.2 of the General Terms and Conditions determined to provide best value to Cooperative members.

## **COMPLIANCE WITH APPLICABLE LAWS**

By submitting a Proposal, the Proposer certifies that Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and, if awarded, will continue to maintain during the entire term of this Contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this Contract. Proposer further certifies that, if awarded, Proposer will comply with all applicable state, federal, and local laws, rules, and regulations in regard to awarded products and/or services.

## **BUYBOARD WEBSITE AND TECHNICAL REQUIREMENTS**

Information on awarded Contracts, including awarded products and services under this Proposal Invitation, will be available to Cooperative members on the online marketplace platform utilized by the Cooperative: the BuyBoard. Vendors should review and confirm Vendor's ability to meet the BuyBoard Technical Requirements contained in Appendix I of this Proposal Invitation. The BuyBoard Technical Requirements may be updated from time to time as set forth in the General Terms and Conditions. To the extent a Vendor is awarded a Contract under this Proposal Invitation but is unable to meet the applicable BuyBoard Technical Requirements and provide the information in the format required by those requirements, Vendor acknowledges that the information available on the BuyBoard for Vendor's awarded products or services may be limited. This may place Vendor at a disadvantage and impact the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services through the BuyBoard website. To improve and enhance the experience of Cooperative members seeking to procure goods and services, the Cooperative may also, in its sole discretion, provide Vendors with an opportunity to have Vendor's logo, product images, and similar brand and trademark information included in the BuyBoard online marketplace in relation to Awarded Items. Vendors shall review the BuyBoard Vendor Consent for Name Brand Use included with the Proposal Forms in this Proposal Invitation.



**PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED**

The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

**ADDITIONAL REQUIREMENTS FOR PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200 UNIFORM GUIDANCE/EDGAR)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete the EDGAR Vendor Certification Form contained in the Proposal Forms regarding their willingness and ability to comply with certain requirements which may be applicable to specific Cooperative member purchases using federal grant funds. This information will not be used for evaluation purposes but will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.



## PROPOSER'S ACCEPTANCE AND AGREEMENT

<p style="text-align: center;"><b>Proposal Invitation Name</b> Traffic Signal Systems and Safety Barrier Products</p>	<p style="text-align: center;"><b>Proposal Due Date/Opening Date and Time</b> October 30, 2025, at 4:00 PM</p>
<p style="text-align: center;"><b>Proposal Invitation Number</b> 795-26</p>	<p style="text-align: center;"><b>Location of Proposal Opening</b> Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759</p>
<p style="text-align: center;"><b>Contract Term</b> April 1, 2026, through March 31, 2027, with two possible one-year renewals.</p>	<p style="text-align: center;"><b>Anticipated Cooperative Board Meeting Date</b> February 2026</p>

*By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.*

\_\_\_\_\_  
Name of Proposing Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Printed Name of Authorized Company Official

\_\_\_\_\_  
Telephone Number of Authorized Company Official

\_\_\_\_\_  
Position or Title of Authorized Company Official

\_\_\_\_\_  
Fax Number of Authorized Company Official

\_\_\_\_\_  
Federal ID Number



## PROPOSAL FORMS PART 1: COMPLIANCE FORMS

### INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

**An authorized representative of Proposer *must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer’s failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.***

## PROPOSAL ACKNOWLEDGEMENTS

The proposing company (“you” or “your”) hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively “Requirements”);
2. By your response (“Proposal”) to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

**Initial:** \_\_\_\_\_



5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
  - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
  - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
  - c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
  - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

## FELONY CONVICTION DISCLOSURE

**Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor)** 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 has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

**Section 44.034 further states in Subsection (b):** "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."

*Please check (✓) one of the following:*

- My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- My company is not owned or operated by anyone who has been convicted of a felony.
- My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

**Initial:** \_\_\_\_\_



## RESIDENT / NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

*Please check (✓) one of the following:*

- I certify that my company is a **Resident Proposer.**
- I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name	Address	
City	State	Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
- Yes     No
- B. What is the prescribed amount or percentage? \$ \_\_\_\_\_ or \_\_\_\_\_ %

## DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

## VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

*Please check (✓) one of the following:*

- Yes
- No

**Initial:** \_\_\_\_\_



## NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"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. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

**Initial:** \_\_\_\_\_



## NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller’s list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

## HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or “MWBE” and all referred to in this form as a “HUB”) is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (✓) all that apply)*

- I certify that my company has been certified as a HUB in the following categories:
- Minority Owned Business**
  - Women Owned Business**
  - Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

**Certification Number:** \_\_\_\_\_

**Name of Certifying Agency:** \_\_\_\_\_

- My company has **NOT** been certified as a HUB.

## ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company cannot or will not comply.]*

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Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor’s awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor’s awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

**Initial:** \_\_\_\_\_



## CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at [buyboard.com/Vendor/Resources.aspx](http://buyboard.com/Vendor/Resources.aspx), provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

**Initial:** \_\_\_\_\_



## DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor’s Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

*Please check (✓) one of the following:*

- No;** Deviations
- Yes;** Deviations

List and fully explain any deviations you are submitting:

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**Initial:** \_\_\_\_\_



## VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

**You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract.** You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to [contractadmin@buyboard.com](mailto:contractadmin@buyboard.com). BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

### OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

**Initial:** \_\_\_\_\_



## CONFIDENTIAL/PROPRIETARY INFORMATION

### A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

**NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

**YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

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(Attach additional sheets if needed.)

Initial: \_\_\_\_\_



**B. Copyright Information**

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

*Please check (✓) one of the following:*

- NO**, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.
- YES**, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*(Attach additional sheets if needed.)*

**C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members**

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

**D. Consent to Release Proposal Tabulation**

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

**Initial:** \_\_\_\_\_



### EDGAR VENDOR CERTIFICATION (2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

***For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply.*** A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

#### 1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 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.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

**YES**, I agree.  **NO**, I do not agree.

#### 2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

*The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).*

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

**YES**, I agree.  **NO**, I do not agree. **Initial:** \_\_\_\_\_



### 3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to 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."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

**YES**, I agree.  **NO**, I do not agree.

### 4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.sam.gov](http://www.sam.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**YES**, I agree.  **NO**, I do not agree.

### 5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 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.

**YES**, I agree.  **NO**, I do not agree.

**Initial:** \_\_\_\_\_



## 6. Right to Inventions Made Under a Contract or Agreement:

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

Vendor agrees to comply with the above requirements when applicable.

**YES**, I agree.  **NO**, I do not agree.

## 7. Clean Air Act and Federal Water Pollution Control Act:

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

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

**YES**, I agree.  **NO**, I do not agree.

## 8. Debarment and Suspension:

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 1966 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.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**YES**, I agree.  **NO**, I do not agree.

## 9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors 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 USC 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

**YES**, I agree.  **NO**, I do not agree.

**Initial:** \_\_\_\_\_



### 10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. 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.

**YES**, I agree.  **NO**, I do not agree.

### 11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

**YES**, I agree.  **NO**, I do not agree.

### 12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain covered telecommunications equipment or services. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications equipment or services provided by Vendor is covered telecommunications equipment or services under 2 CFR §200.216.

**YES**, I agree.  **NO**, I do not agree.

### 13. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

**YES**, I agree.  **NO**, I do not agree.

**Initial:** \_\_\_\_\_



## COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

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Company Name

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Signature of Authorized Company Official

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Printed Name and Title

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Date



## PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

### INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement (*Vendors serving outside Texas only*)
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire

To the extent any information requested is not applicable to your company, you must so indicate on the form.

### VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

**Name of Proposing Company:**

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*(List the legal name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

*Please check (✓) one of the following:*

- Type of Business:**     Individual/Sole Proprietor     Corporation     Limited Liability Company     Partnership
- Other (Specify: \_\_\_\_\_)

**State of Incorporation** (if applicable): \_\_\_\_\_

**Federal Employer Identification Number:** \_\_\_\_\_

*(Vendor must include a completed IRS W-9 form with their Proposal)*

**Name by which Vendor, if awarded, wishes to be identified on the BuyBoard:** *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)* \_\_\_\_\_

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## VENDOR CONTACT INFORMATION

*Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).*

### FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$\_\_\_\_\_. (The period of the 12-month period is \_\_\_\_/\_\_\_\_). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

**MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

**CURRENT BUYBOARD VENDORS**

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

**Current Discount (%):** \_\_\_\_\_ **Proposed Discount (%):** \_\_\_\_\_

*Explanation:* \_\_\_\_\_



## GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.					
2.					
3.					
4.					
5.					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES**  **NO**  If YES, please explain:

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## COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

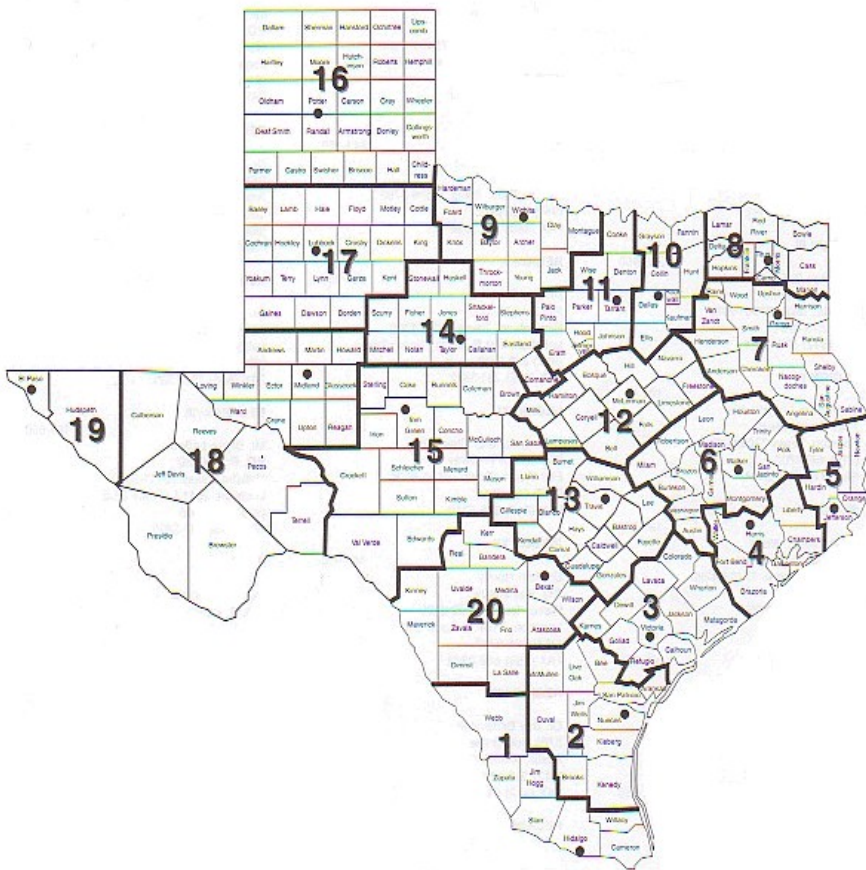


## TEXAS REGIONAL SERVICE DESIGNATION

***This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).***

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting [bids@buyboard.com](mailto:bids@buyboard.com) at least five (5) business days prior to the Proposal Due Date.)** **By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

### Regional Education Service Centers



#### Region and Headquarters

- 1 Edinburg
- 2 Corpus Christi
- 3 Victoria
- 4 Houston
- 5 Beaumont
- 6 Huntsville
- 7 Kilgore
- 8 Mount Pleasant
- 9 Wichita Falls
- 10 Richardson
- 11 Fort Worth
- 12 Waco
- 13 Austin
- 14 Abilene
- 15 San Angelo
- 16 Amarillo
- 17 Lubbock
- 18 Midland
- 19 El Paso
- 20 San Antonio



## STATE SERVICE DESIGNATION

***This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).***

As set forth in the Proposal Invitation, it is the Cooperative’s intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, *you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.*

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting [bids@buyboard.com](mailto:bids@buyboard.com) at least five (5) business days prior to the Proposal Due Date.)** *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*

- I will service all states in the United States.
- I will not service all states in the United States.

- |   |  |
|---|--|
| Alabama<br>Alaska<br>Arizona<br>Arkansas<br>California (Public Contract Code 20118 & 20652)<br>Colorado<br>Connecticut<br>Delaware<br>District of Columbia<br>Florida<br>Georgia<br>Hawaii<br>Idaho<br>Illinois<br>Indiana<br>Iowa<br>Kansas<br>Kentucky<br>Louisiana<br>Maine<br>Maryland<br>Massachusetts<br>Michigan<br>Minnesota<br>Mississippi<br>Missouri | Montana<br>Nebraska<br>Nevada<br>New Hampshire<br>New Jersey<br>New Mexico<br>New York<br>North Carolina<br>North Dakota<br>Ohio<br>Oklahoma<br>Oregon<br>Pennsylvania<br>Rhode Island<br>South Carolina<br>South Dakota<br>Tennessee<br>Texas<br>Utah<br>Vermont<br>Virginia<br>Washington<br>West Virginia<br>Wisconsin<br>Wyoming |
|---|--|



## NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

### **By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:**

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

\_\_\_\_\_  
Name of Vendor

\_\_\_\_\_  
Proposal Invitation Number

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Printed Name of Authorized Company Official

\_\_\_\_\_  
Date



### LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. *If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.*

<b>Location/Authorized Seller Name</b>	<b>Contact Person</b>	<b>Contact Information (Mailing Address, Phone, Fax, Email)</b>



## MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

\_\_\_\_\_  
Designated Dealer Name

\_\_\_\_\_  
Designated Dealer Contact Person

\_\_\_\_\_  
Designated Dealer Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Designated Dealer Tax ID Number\* (**\*attach W-9**)



## PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

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2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

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3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.*) Attach additional pages if necessary.

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4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

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5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

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6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

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7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

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## PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

**PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. *No paper catalogs or manufacturer/vendor websites will be accepted.*

**Section I: Equipment, Products, and Supplies**

1. Discount (%) off catalog/pricelist for **Traffic Light and Signal Systems, Supplies, and Equipment.**
2. Discount (%) off catalog/pricelist for **Traffic Safety Barrier, Barricade, and Guardrail Products** (Cable, Concrete, Plastic, Steel, Wood, W-Beam, Tri-Beam, End Treatments, Posts, and other related products).
3. Discount (%) off catalog/pricelist for **Traffic Intersection Safety** (Parking Lot, Pedestrian, Railroad, School Zone) **Equipment and Products.**
4. Discount (%) off catalog/pricelist for **Traffic Marker and Sign Products.**
5. Discount (%) off catalog/pricelist for **Computerized Traffic Design Plans, Traffic Flagging, and Special Event Services.**
6. Discount (%) off catalog/pricelist for **All Other Traffic Light and Signal System Products.**
7. Discount (%) off catalog/pricelist for **Traffic Light and Signal Systems Repair Parts.**
8. Discount (%) off catalog/pricelist for **Traffic Light and Signal Equipment and Products Maintenance/Warranty Agreements.**

**Section II: Installation and Repair Service**

9. **Hourly Labor Rate for Installation/Repair Service of Traffic Signal Systems, Products, and Related Items – Not to Exceed** hourly labor rate for Installation/Repair Service of Traffic Signal Systems, Equipment, and Products.
10. **Hourly Labor Rate for Installation/Repair Service of Traffic Safety Barrier, Barricade, and Guardrail Products, and Related Items - Not to Exceed** hourly labor rate for Installation/Repair Service of Traffic Safety Barrier, Barricade, and Guardrail Products.



## REQUIRED FORMS CHECKLIST

*(Please check (✓) the following)*

- Reviewed/Completed: **Proposer’s Acceptance and Agreement**

### PROPOSAL FORMS PART 1: COMPLIANCE FORMS

- Reviewed/Completed: **Proposal Acknowledgements**
- Reviewed/Completed: **Felony Conviction Disclosure**
- Reviewed/Completed: **Resident/Nonresident Certification**
- Reviewed/Completed: **Debarment Certification**
- Reviewed/Completed: **Vendor Employment Certification**
- Reviewed/Completed: **No Boycott Verification**
- Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- Reviewed/Completed: **Historically Underutilized Business Certification**
- Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
- Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
- Reviewed/Completed: **Deviation and Compliance**
- Reviewed/Completed: **Vendor Consent for Name Brand Use**
- Reviewed/Completed: **Confidential/Proprietary Information**
- Reviewed/Completed: **EDGAR Vendor Certification**
- Reviewed/Completed: **Compliance Forms Signature Page**

### PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

- Reviewed/Completed: **Vendor Business Name**
- Reviewed/Completed: **Vendor Contact Information** *(complete in electronic proposal submission system)*
- Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
- Reviewed/Completed: **Governmental References**
- Reviewed/Completed: **Company Profile**
- Reviewed/Completed: **Texas Regional Service Designation** *(complete in electronic proposal submission system)*
- Reviewed/Completed: **State Service Designation** *(complete in electronic proposal submission system)*
- Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
- Reviewed/Completed: **Local/Authorized Seller Listings**
- Reviewed/Completed: **Manufacturer Dealer Designation**
- Reviewed/Completed: **Proposal Invitation Questionnaire**
- Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.*



## GENERAL TERMS AND CONDITIONS

### A. General Provisions

#### 1. Statement of Inclusion/Applicability

These General Terms and Conditions ("Terms and Conditions") apply to this Proposal Invitation and the proposing company's response to this Proposal Invitation. These Terms and Conditions are an integral part of any Contract which is awarded or Purchase Order which is issued in association with this Proposal Invitation.

#### 2. Organization and Section Titles

The provisions of these Terms and Conditions are generally organized according to the stages of the procurement process: proposal, evaluation, award, and performance. This organization of and the section titles used in these Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in these Terms and Conditions does not constitute an order of preference or importance.

#### 3. Definitions

As used in this Proposal Invitation and associated documentation, the following terms have the meanings set out below unless the context requires otherwise, regardless of whether initial capitalization is consistently used. Words used in the singular include the plural, and words used in the plural include the singular. To the extent terms are defined or used differently in different Proposal Invitation documents, substance prevails over form:

**"Awarded Items"** has the meaning set for in section E.3 of the Terms and Conditions.

**"Awarded Pricing"** has the meaning set forth in section E.4 of the Terms and Conditions.

**"BuyBoard®," "the BuyBoard," or "BuyBoard website"** means the internet-based electronic commerce technology provided by the Cooperative Administrator, the Texas Association of School Boards, Inc. (TASB), to enable Cooperative members to purchase awarded goods and services electronically.

**"BuyBoard Administrator" or "Cooperative Administrator"** means the Texas Association of School Boards, Inc. (TASB), 12007 Research Blvd, Austin, Texas 78759.

**"Contract"** means the contract between the Cooperative and a successful Proposer (Vendor), which gives Vendor the opportunity to serve Cooperative members based on the Cooperative's acceptance of all or part of the Vendor's Proposal, and is comprised collectively of the following:

- (a) This Proposal Invitation;
- (b) Vendor's Proposal;
- (c) Notice of Award issued to Vendor by the Cooperative; and
- (d) Purchase Order between a Cooperative member and Vendor, and any additional terms, conditions, or instructions agreed to by Vendor and a Cooperative member that are consistent with these Terms and Conditions. (A Purchase Order between a Cooperative member and Vendor shall be deemed part of the Contract for the specific Cooperative member purchase only and for determination of the Service Fee as set forth in these Terms and Conditions. Purchase Order terms, including additional or supplemental terms, conditions, or instructions agreed to between a Vendor and a Cooperative member where permitted by these Terms and Conditions shall apply between the Cooperative member and Vendor as to the specific Cooperative member purchase only but shall not alter or affect the Terms and Conditions of the Contract as between the Cooperative in its own right and Vendor.)

**"Cooperative"** means The Local Government Purchasing Cooperative (which may also be referred to as "Texas Cooperative" herein), including when acting by and through the Cooperative Administrator, unless a distinction is made otherwise.



**"Cooperative member"** or **"member"** means a local governmental entity (e.g., school district, city or county) or other governmental entity that is a member of the Cooperative and is eligible to purchase through a governmental purchasing cooperative or interlocal contract. Although not eligible to be a member of the Cooperative, "Cooperative member" as used in these Terms and Conditions may include the Cooperative administrator's non-profit entity subscribers when used in relation to a purchase from a non-profit subscriber.

**"Goods"** or **"Products"** (which terms are used interchangeably) means the goods, products, equipment or other commodities and/or services that are the subject of this Proposal Invitation.

**"Proposal Invitation"** means this Proposal Invitation and all associated documentation, including without limitation, these Terms and Conditions and any amendments hereto, additional terms and conditions specific to this Proposal Invitation, instructions, exhibits or attachments, forms, agreements, certifications, item specifications, appendices, and addenda.

**"Proposal"** means Proposer's complete and correct response to this Proposal Invitation, including all information, forms, agreements, certifications and other documentation required by this Proposal Invitation, properly submitted by Proposer's duly authorized representative.

**"Proposal Due Date"** means the date and time specified in the Proposal Invitation, or any addenda thereto, by which Vendors are required to submit Proposals for this Proposal Invitation.

**"Proposer"** or **"Vendor"** means the company or firm that submits a Proposal or, depending on the context, the proposing company to which the Cooperative awards a Contract under this Proposal Invitation. (For purposes of the forms associated with this Proposal Invitation, "you", "your", "I" or "my" refer to Proposer or Vendor, as applicable.)

**"Purchase Order"** means a Cooperative member's fiscal form or other instrument which is used in making a purchase from Vendor under a Contract. A Purchase Order may include a written or electronic purchase order, record of an online order, record of a purchasing card (P card) purchase, or any other record or instrument used by a Cooperative member to document a Cooperative member's authorized commitment to purchase awarded goods or services from a Vendor under a Contract.

**"Vendor Invoice"** means Vendor's billing form or other instrument, written or electronic, documenting charges for goods or services delivered to the Cooperative member under a Purchase Order under a Contract.

## B. Proposal Requirements

### 1. Specifications

Unless otherwise specified, the specifications are intended to be non-proprietary, and should be construed as such. Catalog numbers, brand names, or manufacturer product or reference numbers used in the item specifications in this Proposal Invitation are intended to be descriptive, not restrictive. These references, as well as any approved brands and/or models listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

In some cases, however, the Cooperative may find it advantageous in order to provide best value to Cooperative members to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these limited cases, preference will be given to the specific products identified as approved brands and/or models, especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, Proposer is encouraged to propose the exact item specified, in addition to an alternate brand or model with equal/equivalent functionality or features where **appropriate or necessary**.



In all cases, Proposals must identify the manufacturer, brand, model, etc., of the item being offered. For Proposals on "equal/equivalent" items other than the specified approved brand and/or model, Proposer must supply a complete description and sufficient data for the Cooperative to properly analyze the product being proposed, including its functionality and features. In order to conduct such analysis, the Cooperative may request samples for items other than approved brands and/or models. If the specification identifies a specific brand or model for any item and Proposer fails to identify the manufacturer, brand, model, etc., for that item, **the Cooperative will assume Proposer is proposing on the exact brand and model identified in the specification, and if awarded a contract, Vendor must furnish the exact brand name, model, etc., as specified. Substitutions will not be allowed after the contract is awarded**, except as provided for in section E.8 (Product Updates and Substitutions) of these Terms and Conditions.

The apparent silence of the specifications as to any detail, or the apparent omission from any specification of a detailed description concerning any point, will be interpreted to mean that only the best commercial practices will prevail, and the specification will be construed accordingly.

NOTE: Unless a different time period is stated in the General Information document of this Proposal Invitation, if Proposer discovers or suspects an error in any item specification in this Proposal Invitation, including that the specification is proprietary where not intended, Proposer must notify the Cooperative Administrator of the error in writing at [bids@buyboard.com](mailto:bids@buyboard.com) immediately, but in no event later than the 10<sup>th</sup> business day before the Proposal Due Date.

## 2. Proposal Pricing

Pricing must be provided in the form required by the specifications and in accordance with the Proposal Invitation.

Unless otherwise provided in the specifications, if the specifications require "Line Item" or unit pricing, the Proposal must include a specific not-to-exceed price for the unit of measure specified for that item. Proposer is responsible for clearly noting any differences in proposed packaging and/or units of measure as a deviation in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms and Conditions.

Unless otherwise provided in the specifications, if the specifications require "discount from catalog" or "discount from pricelist" pricing, Proposer must quote the discount percentage to be applied to all items in each published catalog or pricelist included in the Proposal. Proposer must submit each catalog or published pricelist proposed with the Proposal in electronic format and in accordance with the requirements of the Proposal Invitation. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the catalogs or pricelists submitted do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

For installation, repair, and other services or labor, the specifications may require not-to-exceed labor rates or coefficient to be applied to a unit cost book. Proposers must provide pricing in the form required by the specifications and note any deviations in accordance with B.4 (Deviations from Item Specifications or General Terms and Conditions).

Proposer's pricing must be equal to or better than pricing Proposer offers other similarly situated customers under similar circumstances, including those offered to other purchasing cooperatives. Pricing that is not considered equal or better could result in the Proposal being determined non-competitive and not considered for award.

Unless specified otherwise in this Proposal Invitation:

- (a) A "cost plus" Proposal will not be accepted;
- (b) Proposer will not include freight, transportation and delivery charges or costs, or sales tax in Proposal pricing. (Freight, transportation and delivery charges, if applicable, are to be pre-paid by the awarded Vendor and, subject to section E.5 (Packaging, Transportation, and Delivery) of these Terms and Conditions, included as a separate item on the invoice to the ordering Cooperative member);



- (c) Proposal pricing must include the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions; and
- (d) Proposal pricing must be firm for acceptance and the Cooperative's period for acceptance will be at least 120 calendar days from the Proposal Due Date.

If Vendor is awarded a Contract, updates to pricing during the Contract term shall only be permitted in accordance with the requirements of section E.4 (Awarded Pricing) of these Terms and Conditions. Discount percentages off catalogs or pricelists must remain firm for the full Contract term.

### 3. Quality

Unless otherwise indicated in this Proposal Invitation, proposed products must be new and in first class condition, and must be warranted in the same manner and to the same extent as normally provided to other customers of Proposer. Additionally, proposed products must conform to the highest standards of manufacturing practice, including, for all tangible goods included in this Proposal Invitation, containers suitable for shipment and storage. Unless otherwise specified, "factory seconds," "refurbished", or otherwise inferior items are not acceptable. All services must comply with applicable industry standards.

### 4. Deviations from Item Specifications or General Terms and Conditions

Other than a deviation submitted in writing with the Proposal and **accepted by the Cooperative**, the Cooperative will hold Vendor accountable to the Cooperative and Cooperative members to perform in strict accordance with these Terms and Conditions and the item specifications as written. (For requirements for ancillary agreements between Cooperative members and Vendors for specific purchases, see section D.2 (Applicable Terms and Conditions; Ancillary Agreements).)

Vendor must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations (collectively "deviations") from these Terms and Conditions or any of the item specifications in the Proposal on the Deviation and Compliance form (or an attachment thereto) at the time the Proposal is submitted. Deviations must be specific to these Terms and Conditions or the item specifications and clearly identify the specific section or item to which the deviation applies. The Cooperative shall not be deemed to have accepted, and a Contract shall not be subject to, any term or condition included in Vendor's Proposal which differs from these Terms and Conditions unless Vendor has specifically identified the deviation on the Deviation and Compliance form and the deviation is accepted by the Cooperative.

The submission of a deviation or deviations may place Vendor at a competitive disadvantage or otherwise prevent the Cooperative from considering the Proposal on the affected item(s).

**The following Terms and Conditions are not subject to deviation. Any attempted deviation by Vendor to such Terms and Conditions, whether directly or indirectly, shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:**

- (a) Section B.9, Requirements of the Texas Public Information Act; Confidential Information;
- (b) Section B.12, Certifications;
- (c) Section D.2, Applicable Terms and Conditions; Ancillary Agreements;
- (d) Section E.6.b, Payments;
- (e) Section E.11, BuyBoard Vendor Information and Reporting of Cooperative Member Purchases
- (f) Section E.12, Service Fee;
- (g) Section E.13, Disclaimer of Warranty and Limitation of Liability;
- (h) Section E.14, Sales Tax;
- (i) Section E.15, Use of BuyBoard Logo and Trade Name;
- (j) Section E.16, Indemnification;
- (k) Section E.17, Intellectual Property Infringement;
- (l) Section E.18, Remedies for Default and Termination of Contract;
- (m) Section E.19, Force Majeure;
- (n) Section F., Miscellaneous, including all subsections (F.1-F.12) thereto.



**Further, any deviation by Vendor which, directly or indirectly, seeks to add terms or requirements substantively similar to the following shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:**

- (a) Any deviation seeking to supersede these Terms and Conditions with Vendor's own agreement form, standard agreement, or terms and conditions;
- (b) Any deviation seeking to require the Cooperative, Cooperative Administrator, or any Cooperative member to indemnify or hold harmless Vendor.

The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Vendor(s) regarding any submitted deviation(s), consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

## **5. Addenda**

Any interpretation, correction or change to this Proposal Invitation will be made by written addendum, and updated information contained in an addendum will prevail over the information contained in the original Proposal Invitation or a previous addendum. The Cooperative, by and through the Cooperative Administrator, is the sole authority for the issuance of any addendum, and any communication related to this Proposal Invitation that is not from the Cooperative is invalid. Although the Cooperative may provide electronic notification when an addendum has been issued and the changes will be flagged, it is Vendor's responsibility to monitor the BuyBoard vendor website for possible addenda and incorporate any posted addendum into the Proposal. Vendor must acknowledge each addendum in accordance with the instructions accompanying the addendum.

## **6. Samples**

For any commodities included in this Proposal Invitation, the Cooperative, by and through the Cooperative Administrator, or Cooperative member may request a product sample. Proposer must furnish the requested sample at no cost to the Cooperative, Cooperative Administrator, or requesting Cooperative member, as applicable. The Cooperative Administrator or requesting Cooperative member must receive the sample within such reasonable specified time as requested. The submitted sample must be labeled with the Proposal Invitation name and number, item number, product identification number, and Vendor's name. Vendor's failure to submit a sample when requested will result in the product in question not being considered for award to Vendor.

The Cooperative Administrator or Cooperative member may retain samples for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing and if Vendor has included a written return request with a submitted sample, the Cooperative Administrator or Cooperative member will return samples to Vendor at Vendor's expense. Notwithstanding the foregoing, the Cooperative Administrator or Cooperative member may permanently retain samples submitted by awarded Vendors for the purpose of determining that the quality and workmanship of awarded products delivered to Cooperative members is comparable to the samples. Neither the Cooperative, the Cooperative Administrator, nor a requesting Cooperative member will be liable for samples that are damaged, destroyed or consumed during examination or testing.

## **7. Proposal on All or Certain Items; Service Regions**

Unless otherwise specified, Vendor may propose on any or all items. Vendor should answer all questions related to each item on which Vendor wishes to propose and indicate "No Bid" for those items on which Vendor does not wish to propose. Failure to complete any item in the specifications will be deemed a no bid on that item. The Cooperative will consider items individually and make awards on each item independently, except for related items for which compatibility will be an element of consideration. In such cases, small groups of items may be considered as a unit.

Vendor's Proposal shall specify the regions and/or states that Vendor proposes to serve by completing the appropriate Proposal forms. Vendor shall specify only those regions or states for which Vendor is authorized either under applicable law and/or by the manufacturer to sell the proposed products. If Vendor proposes multiple products, and the regions or states which the Vendor is able to serve and proposes to serve differ by product, Vendor must specify the specific regions or states by product in its Proposal.



**A Vendor may not select a region or state in its Proposal where Vendor is unable or unauthorized to sell a proposed product. If it is determined that a Vendor is unable, unauthorized, or refuses to provide any awarded product(s) or service(s) in a region or state specified in Vendor's Proposal, such inability, lack of authorization, or refusal shall be an event of default and subject to all remedies up to and including termination of Vendor's Contract.**

#### **8. "All or Nothing" Awards**

Unless otherwise indicated in this Proposal Invitation, "all or nothing" Proposals are **not** acceptable and will be rejected. Vendor must be willing to accept a partial award for any combination of the items or services proposed and must be willing to share the business with any other successful Proposers.

#### **9. Requirements of the Texas Public Information Act; Confidential Information**

##### **(a) Vendor Compliance**

**The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Proposal Invitation and any awarded Contract, and Vendor agrees that the Contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.**

Pursuant to Texas Government Code Sections 552.371 and 552.372, to the extent the Contract or any Purchase Order thereunder has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by a governmental body or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by a governmental body in a fiscal year of the governmental body, Vendor shall:

- 1) preserve all contracting information, as defined in Texas Government Code Section 552.003 ("Contracting Information"), related to the Contract or any Cooperative member Purchase Order thereunder as provided by the records retention requirements applicable to the governmental body for the duration of the Contract (including any Purchase Order thereunder);
- 2) promptly provide to the Cooperative or Cooperative member, as applicable, any Contracting Information related to the Contract that is in the custody or possession of Vendor on request of the Cooperative or Cooperative member; and
- 3) on completion of the Contract (including any Purchase Order thereunder), either:
  - (A) provide at no cost to the Cooperative or Cooperative member, as applicable, all Contracting Information related to the Contract (including any Purchase Order) that is in the custody or possession of Vendor; or
  - (B) preserve the Contracting Information related to the Contract (including any Purchase Order thereunder) as provided by the record retention requirements applicable to the Cooperative or Cooperative member, as applicable.

The Cooperative may not accept a Proposal or award a Contract to a Vendor that the Cooperative has determined has knowingly or intentionally failed to comply with Texas Government Code Chapter 552, Subchapter J, in a previous Proposal or Contract unless the Cooperative determines and documents that Vendor has taken adequate steps to ensure future compliance with the requirements of said Subchapter.

##### **(b) Confidential/Proprietary Information**

**Proposer must clearly identify information in the Proposal that Proposer considers proprietary or confidential by completing the Confidential/Proprietary Information form. Further, for any other information provided by Vendor to the Cooperative after Contract award (updated catalogs or pricelists, Vendor information, etc.), Vendor shall clearly mark and identify any information that Vendor considers proprietary or confidential. The Cooperative will treat such information as confidential only to the extent allowable under the Texas Public Information Act (Chapter 552 of the Texas Government Code) or similar disclosure law.**



If Vendor fails to properly identify information that the Vendor considers proprietary or confidential, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure laws. **The Cooperative and its Administrator will not be responsible for Vendor's failure to clearly identify information Vendor considers confidential or proprietary.** Vendor may be notified of a third-party request for information that Proposer has identified in the Confidential/Proprietary Information form as proprietary or confidential when required by the Texas Public Information Act or similar disclosure law.

By submitting a Proposal, Vendor acknowledges that the Cooperative and the Cooperative Administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

#### **10. Certain Professional Services Excluded**

Neither this Proposal Invitation nor any Contract includes services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

#### **11. Withdrawal or Modification of Proposal**

Vendor may withdraw or modify a submitted Proposal **prior to the Proposal Due Date** and time specified in this Proposal Invitation. A Proposal may be withdrawn only in strict accordance with this section.

**Electronic Proposals Submissions:** A Proposal submitted electronically through a website designated by the Cooperative for submission of electronic proposals may be withdrawn or modified prior to the Proposal Due Date and time through the same electronic proposal submission website. Vendor's login to the electronic proposal submission website shall be used to verify Vendor's identity. Vendor shall be solely responsible for ensuring only authorized use of its login, following all website instructions, and ensuring that the Proposal is properly withdrawn or modified prior to the Proposal Due Date and time.

**Hard Copy Submissions:** If a Vendor submitted a Proposal in hard copy electronic format via mail or in person, rather than electronic submission through the designated website, Proposer must submit a written request to the Cooperative Administrator to withdraw the Proposal. The request to withdraw must be signed by an individual authorized to enter into contracts on Vendor's behalf and indicate the individual's title. If the Cooperative Administrator has any question or doubt regarding Vendor's identity or the identity of its Proposal, withdrawal will not be allowed. If the Cooperative Administrator, decides to allow the withdrawal, Vendor's duly authorized representative may be required to complete and sign a written receipt satisfactory to the Cooperative Administrator before the proposal will be released. The decision of the Cooperative Administrator relating to matters concerning withdrawal of a Proposal is final.

A Vendor may resubmit a withdrawn Proposal, or submit a new Proposal, up until the Proposal Due Date and time, provided any new submission meets the requirements of this Proposal Invitation. If Vendor resubmits a Proposal that was withdrawn and makes any change to any document in the Proposal package, the change must be made in accordance with the Cooperative's instructions for Proposal submissions, and Vendor will be deemed to have authorized such change.

**Proposals that are in the Cooperative's possession (including Proposals submitted through an electronic proposal submission website designated by the Cooperative) at the Proposal Due Date and time shall be deemed final, conclusive, and irrevocable; and no Proposal will be subject to withdrawal, amendment, or correction by a Vendor after the Proposal Due Date and time specified in this Proposal Invitation.** However, pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions), the Cooperative reserves the right, in its sole discretion, to seek clarification, communicate and resolve issues around deviations that were submitted in a Proposal, consistent with general procurement principles of fair competition.



## 12. Certifications

The Proposer's Acceptance and Agreement and Proposal Acknowledgements forms, which are fundamental to and incorporated into this Proposal Invitation, require Vendor to certify to certain matters. Pursuant to and in accordance with such forms, and in addition to the matters set forth therein, Vendor certifies to the following with respect to this Proposal Invitation, the Proposal, and any Contract awarded under this Proposal Invitation.

### (a) Non-Collusion Certification

Vendor agrees and certifies to the following, and understands that the penalty for violating this non-collusion certification will be the immediate disqualification of Vendor's Proposal or, if the violation is revealed after Contract award, any remedies allowed by law or the Contract including termination of Vendor's Contract:

- 1) Neither Vendor nor any business entity represented by Vendor has received compensation for participation in the preparation of the item specifications or these Terms and Conditions related to this Proposal Invitation;
- 2) The Proposal has been arrived at independently and is submitted without collusion with any other Vendor, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Proposer an unfair advantage over any other Proposer with respect to the Proposal;
- 3) Vendor has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the Cooperative or any of its members in connection with any information or submission related to the Proposal, any recommendation, decision, vote, or award related to the Proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to the Proposal;
- 4) Neither Vendor, nor any business entity represented by Vendor, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to the Proposal, and the Proposal has not been knowingly disclosed, and will not be knowingly disclosed, to any other Proposer, competitor, or potential competitor prior to the opening of Proposals; and
- 5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a Proposal.

### (b) Certification Regarding Ethics, Fair Competition, and Other Matters

Vendor agrees and certifies to the following:

- 1) Vendor has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with the Proposal;
- 2) Vendor has a high degree of integrity and business ethics, and a satisfactory record of performance;
- 3) Vendor is an authorized dealer, distributor, or manufacturer for the products or services offered in the Proposal for each region or state Vendor proposes to serve in the Proposal;
- 4) Vendor has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from submitting its Proposal and Vendor would in no other way whatsoever be disqualified to propose or receive any award or Contract related to this Proposal Invitation, and Vendor will comply with any reasonable request from the Cooperative to supply information sufficient to substantiate the foregoing representations;
- 5) Vendor has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Contract;
- 6) The prices, prompt payment discount terms, delivery terms, distribution allowances and the quality and/or performance (including warranties) of the product or services offered in the Proposal are and will remain the same or better than those offered Vendor's similarly situated customers under similar circumstances, including those offered through other purchasing cooperatives;
- 7) All pricing offered in the Proposal is and will remain fair and reasonable considering general market pricing for similar goods or services. Vendor has not and will not seek to engage in price gouging or price manipulation including, but not limited to, submitting artificially low pricing in pricelists, catalogs, or other pricing submitted with the Proposal or quotes to Cooperative members in an attempt to secure a Contract or Purchase Order and subsequently attempting to increase such proposed pricing citing market pricing;



- 8) The products and services offered in the Proposal represent the full and complete products and services Vendor seeks to provide if awarded a Contract. If awarded, except as permitted by Section E.8 (Product Updates and Substitutions) of the Terms and Conditions, Vendor will be limited to awarded products and services included in the Proposal and will not seek to sell non-awarded items using the Contract.
- 9) The Proposal complies with all federal, state, and local laws concerning these types of products or services, and Vendor will continue to comply with any applicable federal, state, and local laws related to Vendor's activities in connection with the Contract;
- 10) Vendor will comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code;
- 11) Vendor will maintain, at Vendor's expense, any insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or its agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law; and
- 12) Any false statement contained in the Proposal is a material breach of contract which will void the Proposal or any resulting Contract, and subject Vendor to removal from all proposal lists, and possible criminal prosecution.

**13. Proposal Signatures**

Vendor must submit its Proposal in strict accordance with the Cooperative's instructions, including having an officer duly authorized by Vendor execute the Proposal. By signing, the signatory warrants that he or she has read and agrees to the terms of the Proposal and is authorized to execute same as a legally binding act of Vendor. A facsimile or electronic signature will be deemed an original.

**14. No Reimbursement**

**Vendor understands and acknowledges the Cooperative will not reimburse or pay Vendor for any expenses Vendor incurs in preparing its Proposal or providing additional information required in connection with the Proposal.**

**C. Proposal Evaluation**

**1. General**

A Proposal submitted in accordance with this Proposal Invitation will initially be considered for award; however, initial consideration of a Proposal will not constitute an assessment of its meeting the necessary qualifications, and a Proposal may be disqualified at any time during the evaluation process for failure to meet any other terms or conditions contained anywhere else in this Proposal Invitation.

**2. Best Value Criteria**

The Cooperative evaluates Proposals on the basis of best value to Cooperative members. In evaluating Proposals and determining best value for all Cooperative members, the Cooperative will consider the following criteria:

Best Value Criteria		Maximum Points
1	Price Competitiveness	45
2	Vendor Past Performance	15
3	Vendor Reputation for Goods and Services	15
4	Financial and Technical Resources	15
5	Capability of Servicing Cooperative Members	5
6	Any other relevant factor or requirement listed in this Proposal Invitation	5
TOTAL		100



The Cooperative's evaluation may include Vendor's responses to the forms and other attachments or information included with a Proposal or associated with this Proposal Invitation, including but not limited to Vendor's responses to the Proposal Invitation Questionnaire, as well as any other information at its disposal deemed relevant by the Cooperative in its sole discretion. Only responsive Proposals will be evaluated. Failure to include all required information may result in a Proposal being deemed non-responsive.

As a general matter, the Cooperative seeks to make competitive and indefinite quantity awards to Proposers that give the same or better discounts/pricing than they give their best governmental clients and can provide best value to Cooperative members. Proposers should provide competitive pricing that is the same or better than the pricing provided their best governmental clients. Each Proposal is evaluated on its own merit and determined to be fair and reasonable, including by comparing the price/discounts that Vendor offers other governmental clients.

If this Proposal Invitation requires discount pricing, discount practices may be examined and evaluated, in the Cooperative's sole discretion, based on historical data, sales information, discounts granted to other governmental clients, and/or other market research techniques. The Cooperative may award Contracts to multiple Proposers supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Proposer. The Cooperative's decision to make multiple awards or a single award will be based upon the Cooperative's sole discretion regarding the type of award that provides best value to all Cooperative members.

In regard to Vendor past performance, among other factors, the Cooperative may consider a Vendor's breach of contractual obligation on any other active or prior Cooperative contract awarded to Vendor including, but not limited to, nonpayment of service fees by Vendor, its parent company or affiliates and/or Vendor's failure to generate any minimum amount specified in a prior-awarded Cooperative contract.

The Proposal Invitation may also require Proposers to provide certain information in the Proposal Forms for which the Cooperative does not evaluate the Proposer's responses as part of the award criteria set out in this Section C.2. The Cooperative requests such information because it may be relevant to federal, state or local procurement law or other requirements that apply to various Cooperative members. (Cooperative members may also require and request Vendors provide additional certifications and information to meet the Cooperative member's specific procurement requirements prior to making purchases under an awarded Contract.) This information, which will be made available to Cooperative members with respect to awarded Vendors, includes the following:

- (a) Resident/Nonresident Certification;
- (b) Vendor Employment Certification;
- (c) Historically Underutilized Business Certification
- (d) EDGAR Vendor Certification.

### **3. Cooperative Board Decision**

The Cooperative reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. The Cooperative may accept or reject a Proposal in its entirety or may reject any part of a Proposal without affecting the remainder of that Proposal and may award individual items in this Proposal Invitation in any combination or in any way that provides best value to Cooperative members based on the criteria set out in section C.2 (Best Value Criteria) of these Terms and Conditions. The Cooperative may use all means and information at the collective disposal of the Cooperative, Cooperative Administrator, and Cooperative members to evaluate Proposals. The final decision as to the best overall offer(s), including as to pricing and suitability of the proposed products or services to meet the needs of and provide best value to Cooperative members, rests solely with the Cooperative's Board of Trustees.

The Board's decision may be protested only in accordance with the Board's protest procedure policy, which is available from the Cooperative Administrator upon written request. Pursuant to the Board's protest procedure policy, a protest challenging the terms, conditions or form of notice of this Proposal Invitation and accompanying documentation must be received by the Cooperative no later than 5:00 p.m. CST the fifth business day before the Proposal opening date, and a protest challenging an award decision, including proposal evaluations, no later than 5:00 p.m. CST the fifth business day after the award is posted on the BuyBoard vendor website.



## D. Contract Award

### 1. Notice of Award and Related Matters

A Proposal is an offer by Vendor to contract with the Cooperative and Cooperative members in accordance with this Proposal Invitation, including without limitation the item specifications and these Terms and Conditions. A Proposal does not become a Contract unless and until the Proposal is accepted by the Cooperative through the issuance of a written Notice of Award to a successful Proposer, whereupon the Contract becomes binding and enforceable. The Contract may then be utilized by a Cooperative member by the member issuing a Purchase Order for the awarded products or services. Vendor must honor all Purchase Orders issued by Cooperative members during the Contract term in accordance with these Terms and Conditions. The Cooperative may maintain Vendor's contract documents in electronic format for the duration of the Contract term.

The Cooperative reserves the right to allow awarded Vendors to add additional service regions, at the Awarded Pricing, to the Vendor's Contract during the Contract term.

As provided for in detail in section E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases), all Purchase Orders must be processed through the BuyBoard. All deliveries and financial transactions related to the Purchase Order will occur directly between Vendor and the ordering Cooperative member. As provided for in detail in section E.11(c) (Vendor Invoices), Vendor must provide copies of Vendor Invoices for Cooperative member purchases to the Cooperative Administrator.

### 2. Applicable Terms and Conditions; Ancillary Agreements

By submitting a Proposal, Vendor specifically agrees that these Terms and Conditions shall apply, subject to any deviations properly submitted by Proposer and approved by the Cooperative in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions). Following award, Vendor shall not seek to impose on a Cooperative member additional terms, conditions, or ancillary agreements that are inconsistent with, or intended to supersede, the Contract Terms and Conditions. Further, Cooperative members and Vendors do not have the authority to modify these Terms and Conditions. However, nothing herein shall prevent the Cooperative member and Vendor from negotiating additional ancillary terms applicable to a specific purchase or purchases, consistent with the requirements of these Terms and Conditions, including but not limited to:

- (a) Detailed product or service requirements for the specific Cooperative member purchase;
- (b) Product delivery times and requirements for the specific Cooperative member purchase;
- (c) Performance and/or payment bonds from Vendor as may be required by law or policy or deemed necessary or appropriate by the Cooperative member;
- (d) Requirements for Vendor to carry and provide proof of insurance as may be required by law or policy or as deemed necessary or appropriate by the Cooperative member;
- (e) Requirements for background checks at Vendor's expense on Vendor employees who will have direct contact with students or staff, or for other reasons;
- (f) Other requirements applicable to the purchase as may be required by law, local policy, or deemed necessary or appropriate by the Cooperative member.

Any ancillary terms between a Cooperative member and Vendor must be in writing and signed by a representative of the Cooperative member with all necessary authority to accept the agreement and bind the Cooperative member. All risk of confirming proper authority shall lie with Vendor.

By submitting a Proposal, Vendor understands and acknowledges that Cooperative members are governmental entities, and any provision in any ancillary agreement which requires the Cooperative member to indemnify or hold harmless Vendor, or any other provision not allowed by the laws applicable to the purchasing Cooperative member, shall be void and of no effect. Vendor further acknowledges and agrees that, notwithstanding anything in any ancillary agreement, including a product warranty, to the contrary, the laws applicable to such agreement shall be the laws of the state in which the Cooperative member is located. This provision supersedes any provision in any ancillary agreement to the contrary.



Any attempt by Vendor to deviate from this section in Vendor's Proposal shall be deemed rejected. Further, any attempt by an awarded Vendor to impose terms and conditions on a Cooperative member that are inconsistent with the requirements of this section shall be an event of default under the Contract and subject to all remedies up to and including termination of Vendor's Contract.

**Nothing in any ancillary agreement between a Cooperative member and Vendor shall affect the Terms and Conditions of the Contract as between the Cooperative and Vendor.**

### **3. Piggyback Contract and Other Entity Clause**

It is the Cooperative's intent that other governmental entities throughout the United States, as well as the administrator's nonprofit entity BuyBoard subscribers, have the opportunity to purchase the goods or services awarded under the Contract at the same pricing and according to these Terms and Conditions, subject to applicable state law, through a piggy-back award or similar agreement. To the extent applicable, Vendor must offer and sell the awarded goods and services to such other organizations and entities in accordance with Vendor's Proposal, including without limitation the State Service Designation form and the National Purchasing Cooperative Vendor Award Agreement.

## **E. Contract Performance**

### **1. Contract Term**

**(a) Term.** The term of the Contract is for the initial term stated in this Proposal Invitation, which term begins on the date specified in the Notice of Award. Unless otherwise stated in this Proposal Invitation, the Contract may be renewed for two additional one-year terms as provided for in this section E.1. In the event the Contract term will expire before the Cooperative awards a successor contract for the categories of awarded products or services, the Contract may be extended beyond the expiration date on a month-to-month basis, or such other term as determined by the Cooperative, upon the agreement of the Cooperative and Vendor, provided that the Awarded Pricing does not increase during such extension. A reference to "Contract term" in these Terms and Conditions means the initial term and any renewal term.

**(b) Survival.** The Contract shall govern the Vendor's and the Cooperative member's rights and obligations with respect to any Purchase Order issued during the Contract term and afterwards with respect to any Purchase Order or purchase bound by the Cooperative member for specified goods or services **before** the Contract award period ended. This includes, but is not limited to, the Vendor's obligations to pay to the Cooperative all applicable service fees as required by section E.12 (Service Fees) of these Terms and Conditions for such Purchase Orders.

**(c) Renewals.** Vendor has no right to or vested interest in a Contract renewal. The Cooperative will evaluate the Contract award prior to the expiration of the then current Contract term (initial or renewal) and reserves the right to not renew the Contract based on factors that may include, but are not limited to, the annual amount of business, Vendor's performance (including, but not limited to, compliance with the Terms and Conditions), and the continued provision of best value to Cooperative members. With respect to annual amount of business, Vendor must generate the minimum amount specified in the General Information document associated with this Proposal Invitation through the Contract, during both the initial and the first renewal term, or may not be offered a second renewal term. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations. A renewal must be agreed to by the Cooperative and Vendor. Vendor must promptly, and before the start of the renewal term, notify the Cooperative in writing if Vendor does not accept a renewal offered by the Cooperative or Vendor will have been deemed to have accepted the renewal.



## 2. Prevailing Wages, Bonding and Insurance Requirements

Vendor must comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon and/or state or local law, including but not limited to Chapter 2258 of the Texas Government Code.

Vendor must provide any applicable performance and payment bonds as required by law, including but not limited to Chapter 2253 of the Texas Government Code, or as requested by a Cooperative member.

Vendor must maintain appropriate and sufficient insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect Vendor and the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided by law.

## 3. Awarded Items Only May Be Sold; Conformity to Item Specifications

If awarded a Contract, Vendor may only offer under the Contract those products and services included in Vendor's Proposal and awarded to Vendor by the Cooperative ("Awarded Items"). For awards based on catalogs or pricelists, Awarded Items shall include only those items within the specification category or categories awarded to Vendor that were included in the catalog(s) or pricelist(s) submitted with Vendor's Proposal or as updated when and if permitted by section E.8 (Product Updates and Substitutions). Any attempt by Vendor to sell items other than Awarded Items under the Contract shall be an event of default under the Contract.

Vendor warrants that the Awarded Items Vendor provides under the Contract will conform to the item specifications and other requirements of this Proposal Invitation (except to the extent and as specifically noted as deviations in Vendor's Proposal), and will be free from all defects in material, workmanship and title. Vendor further warrants that (i) Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, and/or licenses necessary for lawful performance of Vendor's obligations under the Contract; (ii) Vendor will comply with all applicable state, federal and local laws, rules, and regulations in regard to Awarded Items, and (iii) all Awarded Items provided under the Contract meet all applicable legal standards and requirements, including OSHA standards and regulations, and that any electrical items bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories.

If Vendor provides a product that does not conform to an item specification, including delivering a product other than the specific brand and model of the product awarded, the ordering Cooperative member may reject the product when delivered and terminate the Purchase Order, at no cost or penalty to the member.

If Awarded Items include chemicals or other products that customarily require Material Safety Data Sheets (MSDS), Vendor must include the MSDS with the first shipment of the product to a Cooperative member during the Contract term. Vendor must provide additional MSDSs to Cooperative members upon request, promptly and at no additional cost.

## 4. Awarded Pricing

Awarded pricing shall be based on the line item or unit pricing, discount off catalog or pricelist, not-to-exceed hourly labor rates, or other pricing structure as set forth in the Proposal Invitation, submitted in Vendor's Proposal, and approved by the Cooperative ("Awarded Pricing"). Except as provided in this section E.4 or otherwise in this Proposal Invitation, Vendor shall hold Awarded Pricing firm during the Contract term.

### (a) Price Increases

Except as expressly permitted by these Terms and Conditions, Vendor has no contractual right to make price increases during the Contract term. The Cooperative reserves the right to reject any or all price increases it deems not representing best value to Cooperative members.



### 1) Line Item/Unit Pricing

Unless otherwise provided in the Proposal Invitation, for awards based on not-to-exceed line item or unit pricing, Vendor may submit updated pricing reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

- (A) No price increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award.
- (B) Unless otherwise provided in the Proposal Invitation or approved by the Cooperative Administrator in writing, Vendor shall be required to keep the Awarded Pricing firm for the first year of the Contract Term; thereafter, Vendor may submit updated pricing no more frequently than annually for each subsequent year of the Contract Term.
- (C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
- (D) Information on price increases must be provided in such format as may reasonably be required by the Cooperative Administrator;
- (E) All price increases must be supported by manufacturer price changes or similar market changes; and
- (F) Updated pricing must be limited to Awarded Items or the updated pricing may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to include non-awarded items in updated pricing as an attempt to sell non-awarded items which is an event of default under the Contract.

### 2) Discount Off Catalog or Pricelist

For awards based on discount off catalog or pricelist, Vendor shall hold all awarded discount percentages firm during the Contract term. However, Vendor may submit updated pricelists or catalogs reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

- (A) No catalog or pricelist price increases, including website-based catalogs or pricelists, will be permitted or accepted between the time of Vendor's Proposal submission and Contract award;
- (B) Following Contract award, Vendor may submit updated pricelists or catalogs to the BuyBoard no more frequently than 180 days from the date of Vendor's last pricelist or catalog unless otherwise provided in the Proposal invitation or otherwise approved by the Cooperative Administrator in writing;
- (C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
- (D) Pricelists or catalogs must be provided in such format as may reasonably be required by the Cooperative Administrator;
- (E) All price increases must be supported by manufacturer price changes or similar market changes; and
- (F) Updated pricelists or catalogs must be limited to Awarded Items or the pricelist/catalog may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to include non-awarded items in updated pricelists/catalogs as an attempt to sell non-awarded items which is an event of default under the Contract.

### 3) Labor Rates

Unless otherwise provided in the Proposal Invitation, for Awarded Pricing based on not to exceed hourly labor rates, Vendor may not increase Awarded Pricing during the Contract term unless changes to prevailing wage rates under state, local, or federal law applicable to the work to be performed support higher rates. In such event, the Vendor must notify the Cooperative and, upon request, promptly provide such documentation as the Cooperative may require to support the requested labor rate increase. Unless required by law, no rate increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award. Following Contract award, Vendor may submit updated labor rates no more frequently than 180 days from Vendors last hourly labor rate submission unless otherwise provided in the Proposal Invitation, otherwise approved by the Cooperative administrator in writing, or otherwise required by law.

For Awarded Pricing based on a coefficient to be applied to a unit price book, coefficients shall remain firm for the full Contract Term and are not subject to change.

**(b) Price Decreases**

Regardless of the pricing method specified, in the event Vendor decreases the price of awarded products or services below the Awarded Pricing for Vendor's other customers in similar market circumstances, Vendor must offer such decreased pricing to Cooperative members under the Contract.

Further, Cooperative members may negotiate with Vendor, through the BuyBoard request for quotes (RFQ) function or otherwise, to obtain lower prices for Awarded Items based on volume or other factors. Nothing herein shall prohibit Vendor from offering pricing lower than the Awarded Pricing.

**(c) Exceeding Awarded Pricing Prohibited**

If it is determined that a Vendor has sold Awarded Items to Cooperative members through the Contract at a price higher than the applicable Awarded Pricing, Vendor shall be in default of its Contract and subject to all remedies up to and including termination.

**(d) Service Fee Included in Awarded Pricing**

Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing.

**5. Packaging, Transportation, and Delivery**

Unless otherwise provided for in this Proposal Invitation, all tangible goods included in this Proposal Invitation must be packaged in containers that are new, appropriately designed for the product, and sturdy enough to protect the product during loading, transit, unloading, and storage, and be suitably packed to secure the lowest transportation costs. Products for which palletizing is appropriate must be delivered on standard and industry acceptable pallets for the products to be delivered in good, serviceable condition.

Vendor is responsible for paying all freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member, and for the risk of loss until the product is delivered to and accepted by the Cooperative member. Freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member are to be prepaid by Vendor. Vendor may collect the actual amount of such charges after delivery and acceptance, provided that the charges (a) are reasonable, (b) were disclosed to the Cooperative member, if requested, and in all instances in which the charges exceed ten percent (10%) of the total cost of the order, prior to shipment; (c) are itemized and shown separately on the member's invoice; and (d) are supported by appropriate documentation submitted with the invoice.

Except for items that have hidden defects or that do not meet specifications, title and risk of loss to products pass to a Cooperative member upon the member's actual receipt and acceptance of the product at the point and time of delivery. Unless otherwise noted in the Proposal (as a deviation) or the Purchase Order, Vendor must deliver or provide awarded products or services within 10 business days after receipt of a Cooperative member's Purchase Order. Vendor must immediately notify the Cooperative member's primary contact of any anticipated or actual delay and document the notice in writing, and the member may extend the delivery time or cancel the order if the delay is unacceptable. If the Cooperative member has not received notice of the delay as required by this section, the member may, at its discretion, return to Vendor any items received after the due date, at Vendor's expense and without liability or penalty to the member. When the needs of a Cooperative member require immediate response, the right to pick up tangible goods, if part of this Proposal Invitation, on an "over the counter" basis must be available for the majority of the awarded tangible goods. In these circumstances, the Cooperative member's personnel may pick up the products at Vendor's warehouse location. Additionally, a Cooperative member may request emergency delivery, and Vendor must use its best efforts to comply with rush or emergency requests. If Vendor cannot fulfill the emergency delivery requirement, the member may procure the products or services from alternative sources without penalty. Time is of the essence in Vendor's performance of the Contract.



## 6. Packing Lists, Invoices and Payments

### (a) Packing Lists, Vendor Invoices

Packing lists or other suitable shipping documents must accompany each shipment of tangible goods included in this Proposal Invitation and state: (a) Vendor's name and address; (b) Cooperative member's name and address or delivery location; (c) Cooperative member's Purchase Order number; (d) descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, and total number of containers; and (e) copies of all product warranties for the item(s) delivered. Vendor must submit separate invoices, in duplicate, on each Purchase Order after each delivery. Invoices must (a) contain the information stated above; (b) separately itemize any transportation and delivery charges, and include associated documentation; (c) include a properly signed copy of the delivery receipt; and (d) be mailed directly to the ordering Cooperative member. Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing and must not be separately itemized in the invoice.

Vendor shall provide copies of Vendor Invoices to the Cooperative in accordance with the requirements of section E.11(c) (Vendor Invoices).

### (b) Payments

Payment by the Cooperative member is due after a Cooperative member's receipt and acceptance of ordered products or services and the documentation identified above, including a complete and correct invoice, in accordance with the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code). A Cooperative member is not responsible for products delivered or invoiced without a valid purchase order number.

**A Cooperative member's obligation to Vendor is payable only and solely from funds available for the purpose of the purchase. Lack of funds will render a Cooperative member's Purchase Order null and void to the extent funds are not available and any delivered but unpaid product will be returned to Vendor. Neither the Cooperative nor TASB is liable or responsible for any payment owed Vendor by a Cooperative member under the Contract.**

## 7. Product Inspection, Testing, and Defective Items

Products supplied under the Contract must be delivered in the best possible condition, be covered by the product warranties provided by Vendor and/or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the Cooperative or a Cooperative member. Tests may be performed on samples taken from any regular shipment of the product. In the event a tested product fails to meet or exceed all requirements of the item specifications or these Terms and Conditions, Vendor must pay the cost of the samples and/or the testing. Upon receipt of notification from the Cooperative or Cooperative member, Vendor must replace and, for tangible goods, pick up the defective product within five business days or on the next service date, whichever is sooner, without charge for the replacement or delivery. Additionally, the Cooperative or member may dispose of defective products that are not picked up and replaced by Vendor, without cost. Products damaged in shipment are considered defective for purposes of the foregoing. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance of such products. The Cooperative or Cooperative member must have access to Vendor's place of business during normal business hours for the purpose of inspecting any awarded product.

## 8. Product Updates and Substitutions

Vendor's Proposal must specify the products or services Vendor proposes to provide under each category of the Proposal Invitation specifications. Vendor shall only be permitted to provide those products or services specified in the Proposal for the category or categories under which Vendor is awarded under the Contract. Except as provided in this section E.8, the Cooperative will not accept additions or substitutions to any of the product(s) listed in the Proposal after a Notice of Award has been issued.

**(a) Updated Catalogs**

If a manufacturer catalog submitted with Vendor's proposal is later updated with products within the same Proposal Invitation category or categories, including new products not previously available in the awarded product category, Vendor may substitute the updated catalog for the awarded product or catalog. Notwithstanding the forgoing, updated catalogs shall **not** be permitted to include any of the following:

- 1) Items that are outside the category or categories under which Vendor was awarded;
- 2) Items that, in the reasonable discretion of the Cooperative, do not meet the intent of the awarded specification category;
- 3) Items that were available in the market at the time of the submission of Vendor's Proposal which Vendor either elected not to include or neglected to include with Vendor's Proposal; or
- 4) Products from manufacturers or brands not specifically included in Vendor's Proposal in the applicable specification category.

**(b) Substitutes**

If an awarded product or catalog of products is discontinued by the manufacturer and the same manufacturer offers an equivalent replacement product or catalog, Vendor may substitute the replacement product or catalog for the awarded product or catalog.

Vendor shall submit all reasonable supporting documentation requested by the Cooperative Administrator regarding any catalog updates or product or catalog substitutions. The Cooperative, by and through the Cooperative Administrator, reserves the right to reject, in its sole discretion, any catalog updates or product or catalog substitutions.

**9. Product and Service Guarantees and Warranties**

Vendor shall extend such warranties on Awarded Items, including the installation thereof if such installation is provided by Vendor, as are normally provided to other customers of Vendor. All services shall be performed in a good and workmanlike manner consistent with industry standards. Unless a deviation is submitted by the Vendor with its proposal and accepted by the Cooperative pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions) or unless a different warranty is required by a Cooperative member Purchase Order or ancillary agreement, a minimum of a 90-day product or service guaranty or the manufacturer's standard commercial warranty, whichever is greater, will apply to all awarded products and services. At a minimum, all product warranties must provide for replacement of defective merchandise, parts, and labor, and include pick-up of the defective merchandise from the location specified by the Cooperative member and delivery of the replacement(s) to the same location. In addition, such warranty shall include curing any defects in connection with any Vendor installation of the product at no additional cost to the member. The warranty period is effective from the date the Cooperative member accepts the product or the date the service is completed and accepted by the Cooperative member. No waiver of implied warranties shall be effective unless explicitly approved by a Cooperative member in writing in accordance with section D.2 (Applicable Terms and Conditions; Ancillary Agreements).

Vendor shall respond to any reasonable requests for information from the Cooperative, the Cooperative Administrator, or a Cooperative member pertaining to concerns regarding public health or safety in relation to Awarded Items and provide such documentation as may be reasonably requested. In the event of any product recalls affecting Awarded Items, Vendor shall notify the Cooperative Administrator and any Cooperative members who made purchases from Vendor for such recalled products in writing as soon as practicable of the recall and proposed action. At a minimum and without waiving any other requirements under the Contract, law, or Cooperative member Purchase Order or ancillary agreement, Vendor shall be required to take all action required by law or greater remedy as may be offered by Vendor to other customers with respect to recalled products, including but not limited to, prompt replacement and/or refunds.



## 10. Multiple Distribution Centers, Single Point of Contact, and Designated Dealers

If tangible goods are included as part of Vendor's Awarded Items and Vendor delivers products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan must carry or have timely access to all Awarded Items and must be able to respond to orders in a timely manner. Except as expressly permitted in this Proposal Invitation, product substitutions are not allowed, and the involvement of multiple distribution centers does not alter any restriction against product substitution.

The Cooperative and Cooperative members will have **one Vendor contact person** for overall contract management relative to the Contract, even if Vendor uses multiple distribution centers or designated dealers, and the Cooperative and its members will not be required to deal with multiple Vendor contacts for overall contract management.

If Vendor is a manufacturer that sells products through a dealer network, Vendor may request to designate a dealer or multiple dealers ("Designated Dealer" or "Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf by completing and submitting to the Cooperative Administrator the information required on the Manufacturer Dealer Designation form contained in the Proposal Invitation and, if requested, such other information as the Cooperative Administrator may reasonably require.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. Vendor shall remain responsible and liable for all obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract. Vendor shall remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

Further, Vendor acknowledges and agrees that, if Vendor opts to submit Designated Dealers under the Contract, Vendor is responsible for ensuring the accuracy, maintenance, and updating of the Designated Dealer information provided to the Cooperative and ensuring and confirming such information has been received by the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. Vendor authorizes the Cooperative Administrator, in its sole discretion, to list any Vendor Designated Dealers on the BuyBoard website and authorizes the Designated Dealer(s) to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative Administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

## 11. BuyBoard Vendor Information and Reporting of Cooperative Member Purchases

### (a) BuyBoard Website and Vendor Information

The awarded Contract will be posted on the BuyBoard website as an online marketplace. By submitting a Proposal, Vendor consents to the posting of all Proposal and product information provided by Vendor including, but not limited to, Vendor's Proposal, contact information, product catalogs, and product pricing on the BuyBoard website for Cooperative members. Vendor further authorizes the Cooperative, the Cooperative Administrator, and any third-party contractor providing services for the BuyBoard website to receive and relay such information to Cooperative members electronically, including via electronic punch out from the BuyBoard website.



Posting of Vendor information on the BuyBoard website or other relay of Vendor information by the Cooperative to Cooperative members shall be for the convenience of Cooperative members and Vendors only and shall not be deemed a contractual obligation or duty on the part of the Cooperative. Whether and when to post information to the BuyBoard website shall be in the sole discretion of the Cooperative. To the extent Vendor pricing or catalog information is posted on the BuyBoard website and Vendor subsequently submits updated pricing or catalog information in accordance with sections E.4 or E.8 of the Terms and Conditions, as applicable, the Cooperative Administrator shall have a reasonable time (which in no event shall be less than 10 business days, and may be longer depending on circumstances) to review the information and, if accepted in accordance with the Terms and Conditions, update the information. Vendor shall continue to honor all prior pricing and catalogs and shall not be permitted to sell products or services to Cooperative members using updated pricing or catalog information until all required information has been received and updated by the Cooperative Administrator. It is the responsibility of Vendor to timely provide all pricing and catalog information in the format required by the Cooperative Administrator and respond to requests for additional information from the Cooperative Administrator to avoid delays in information being updated. As provided in sections E.4 and E.8 of these Terms and Conditions, the Cooperative reserves the right to reject any or all price increases or catalog updates.

**Neither the Cooperative nor the Cooperative Administrator shall be liable to any party for information provided by Vendor or for any errors in Vendor information posted to the BuyBoard website or relayed to Cooperative members.** Vendor shall be fully responsible and liable to the Cooperative, the Cooperative Administrator, and Cooperative members for all information provided by Vendor related to the Proposal Invitation, Contract and/or for posting on the BuyBoard website including, but not limited to, catalogs and pricelists. Vendor shall not upload, enter, or submit any information that may infringe the intellectual property rights of any third party or that contains software viruses or any other code, files, or programs that may damage or disrupt any software, hardware, or equipment. To the extent Vendor discovers any error in information on the BuyBoard website, Vendor shall promptly advise the Cooperative Administrator in writing at [contractadmin@buyboard.com](mailto:contractadmin@buyboard.com). Vendor shall also confirm the accuracy of all product and pricing information in Purchase Orders prior to acceptance and promptly notify the Cooperative member and Cooperative of any potential errors.

By submitting a Proposal, Vendor certifies that Vendor has read the BuyBoard Technical Requirements contained in this Proposal Invitation and, if awarded a Contract, will comply with all requirements therein except as specifically indicated by Vendor in the Acknowledgement of BuyBoard Technical Requirements form. To the extent Vendor has acknowledged the ability to comply with the BuyBoard Technical Requirements, Vendor's subsequent failure or refusal to comply shall be deemed an event of default under the Contract. To the extent Vendor is unable to meet the applicable BuyBoard Technical Requirements, Vendor acknowledges that, if awarded a Contract, information available on the BuyBoard for Vendor's awarded products or services may be more limited than other Vendors, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. The BuyBoard Technical Requirements may be updated from time to time, and Vendor agrees to use best efforts to comply, if able, with updated requirements. In using the BuyBoard Website, Vendor agrees to comply with BuyBoard Terms and Conditions of Use and BuyBoard Privacy Policy ("BuyBoard Website Terms") which are available on the website and may be updated from time to time. The BuyBoard Website Terms supplement the Contract. In the event of any conflict between the Contract and the BuyBoard Website Terms, the Contract shall prevail.

#### **(b) Purchase Order Reporting**

A Cooperative member may make purchases from Vendor under the Contract by issuing a Purchase Order to procure Awarded Items. **All Purchase Orders generated by or under the Contract must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative Administrator, neither Vendor nor any Vendor Designated Dealer is authorized to process a Purchase Order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative.** To the extent Vendor or Vendor's Designated Dealer receives a Purchase Order directly from a Cooperative member that Vendor has reason to believe has not been received by the Cooperative or processed through the BuyBoard, Vendor shall promptly provide a copy of the Purchase Order to the Cooperative Administrator.



A Vendor may request authorization to self-report Cooperative member purchases by completing the Vendor Request to Self-Report BuyBoard Purchases form or such other form as may be required by the Cooperative Administrator. This form is available to awarded Vendors upon request to the Cooperative Administrator. Any request must be submitted in writing and is subject to written approval by the Cooperative Administrator. To the extent that a Vendor is authorized in writing by the Cooperative administrator to self-report Cooperative member purchases under the Contract, Vendor shall be required to comply with all additional terms and conditions imposed by the Cooperative as part of such authorization.

The Cooperative may, from time to time, in its reasonable discretion, provide instructions and modify the procedures for reporting Purchase Orders under the Contract by providing Vendor at least 30 days advance written notice. Vendor acknowledges and agrees that notice provided via electronic mail to the Purchase Order contact designated by Vendor in Vendor's Proposal, or subsequently updated in writing, shall satisfy this requirement. Continued acceptance of Purchase Orders and/or any Contract renewal by Vendor shall constitute acceptance of any modified Purchase Order procedures.

**The intent of the Cooperative member to purchase through the Cooperative Contract is paramount. The method or timing of reporting a Purchase Order to the Cooperative shall not alter the nature of the transaction as a BuyBoard purchase or relieve Vendor of the obligation to pay the service fee on such purchase.**

Vendor and any Vendor Designated Dealer must maintain the computer and telephone hardware necessary to provide for the electronic receipt of Purchase Orders and pay such costs and fees as may be imposed by a supplier or service provider for the software, equipment and service required to use the BuyBoard.

### **(c) Vendor Invoices**

To further document and report Cooperative member purchases under the Contract, Vendor shall provide the Cooperative with copies of Vendor Invoices for all Cooperative member purchases under the Contract. Vendor shall submit copies or reports of Vendor Invoices to [info@buyboard.com](mailto:info@buyboard.com) promptly upon generation of the invoice. Vendor shall ensure that the Contract number and member Purchase Order number is included with the Vendor Invoice.

In lieu of providing copies of individual Vendor Invoices, Vendor may provide monthly reports of Vendor Invoices to [info@buyboard.com](mailto:info@buyboard.com) no later than the 10<sup>th</sup> day of the month. The monthly Vendor Invoice reports shall include a list of all invoices billed by Vendor during the preceding month to Cooperative members for purchases under the Contract. Monthly Vendor Invoice reports shall include any and all information reasonably required by and be in such format as may be reasonably required by the Cooperative Administrator. At a minimum, Vendor Invoice reports shall include the Cooperative member name, Purchase Order number, general description of the purchase including Contract number and Contract category under which the purchase was made, and invoice amount.

Vendor agrees to cooperate, and to require any Vendor Designated Dealer(s) to cooperate, with the Cooperative to promptly provide such reasonable information and documentation as the Cooperative Administrator may require regarding Purchase Orders received by Vendor and Vendor Invoices issued by Vendor under the Contract.

## **12. Service Fee**

Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the Awarded Pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in a service fee invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90<sup>th</sup> day after the original invoice date** ("Dispute Period") by returning a copy of the invoice or statement of outstanding balances to the Cooperative Administrator



with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative Administrator in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) or billing agent to cooperate, with the Cooperative Administrator in attempting to reconcile and resolve disputed fees and shall provide such reasonable information and documentation as the Cooperative Administrator may require to review the disputed fees to the satisfaction of the Cooperative Administrator's staff. Any service fees for which the Cooperative Administrator has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board policy on vendor invoicing and collections, which is available from the Cooperative Administrator on request.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding those Purchase Orders as the Cooperative Administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.

### **13. Disclaimer of Warranty and Limitation of Liability**

THE COOPERATIVE AND TASB (BOTH D/B/A BUYBOARD) DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO THE AVAILABILITY, ACCURACY, CONTENT OR ANY OTHER ASPECT OF ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THE CONTRACT AWARD, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ANY AND ALL CAUSES OF ACTION ARISING UNDER OR RELATED TO THE CONTRACT, NEITHER THE COOPERATIVE NOR TASB, NOR THEIR RESPECTIVE OFFICERS, BOARD MEMBERS, EMPLOYEES OR AGENTS, IS LIABLE TO VENDOR UNDER ANY CIRCUMSTANCES FOR LOST REVENUE, DATA OR PROFITS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF THE COOPERATIVE AND/OR TASB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY PROVIDED BY LAW, IN NO EVENT WILL THE COOPERATIVE AND/OR TASB'S TOTAL JOINT LIABILITY TO VENDOR EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY VENDOR DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

**Neither the Cooperative nor TASB is in any way liable to Vendor for a Cooperative member's performance or nonperformance of the member's obligations under the Contract or Purchase Order.**

### **14. Sales Tax**

Cooperative members are governmental entities which are generally exempt by law from the payment of state sales tax and federal excise tax. Vendor may request a Cooperative member to provide a tax exemption certificate, or the member may establish its tax-exempt status by including tax exemption information or tax exemption certificate with the Purchase Order as authorized under law. Vendor is responsible for collecting such taxes, if any, as may be due from a Cooperative member and remitting payment to the appropriate taxing authority.



## **15. Use of BuyBoard Logo and Trade Name**

The BuyBoard trade name and logo are proprietary to TASB and have been specifically licensed by TASB to the Cooperative. Vendor may not use, display, or otherwise distribute the BuyBoard logo or trade name except in strict accordance with the Cooperative's written guidelines posted on the BuyBoard website.

## **16. Indemnification**

Vendor agrees to defend, indemnify, and hold harmless the Cooperative, TASB, and Cooperative members, and their officers, board members, agents and employees, from and against all third-party claims, actions, suits, liability, liens, loss and damage of any character, type, or description, including without limitation all expenses of litigation, court costs and attorney's fees, arising out of or related to (a) injury or death to any person or damage to any property related to the acts of Vendor or its agents, subcontractors, or employees in the execution of or performance under the Contract or a Purchase Order, as applicable; and (b) Vendor's negligence, misconduct, breach of contract or other failure to comply with its obligations in the execution or performance under the Contract or a Purchase Order, as applicable.

## **17. Intellectual Property Infringement by Vendor**

Without limiting the scope of section E.16 (Indemnification) of these Terms and Condition, if any claim is asserted, or action or proceeding brought against the Cooperative, the Cooperative Administrator, or a Cooperative member that alleges that either (1) all or any part of the products or services supplied by Vendor, in the form supplied or modified by Vendor, or its subcontractors pursuant to Vendor's sole directions, or (2) any information provided by Vendor or its designated dealers or agents to a Cooperative member, the Cooperative, or the Cooperative Administrator (including, but not limited to, information submitted by Vendor to the Cooperative or Cooperative Administrator for the BuyBoard website), infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Cooperative, Cooperative Administrator, or Cooperative member upon its awareness, shall give Vendor prompt written notice thereof. Vendor shall defend, and hold the Cooperative, the Cooperative Administrator, and the Cooperative member harmless against any such claim or action and shall indemnify the Cooperative, the Cooperative Administrator, and Cooperative member against any liability, damages and costs resulting from such claim. In addition, if, in any such suit arising from such claim, the continued use of the product for the purpose intended is enjoined by any court of competent jurisdiction, unless otherwise agreed in writing by the Cooperative member, Vendor shall, at its expense and option, either (a) procure for the Cooperative member the right to continue using the product; (b) modify the product so that it becomes non-infringing; (c) replace the product or portions thereof so that it becomes non-infringing; or (d) allow the Cooperative member to return the product or cancel the service and refund the purchase price (less reasonable depreciation for use, if applicable.)

## **18. Remedies for Default and Termination of Contract**

### **(a) Default and Termination of Cooperative Contract**

Except as otherwise provided for in these Terms and Conditions, either party (Cooperative or Vendor) may terminate the Contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under the Contract through no fault of the terminating party; provided, however, that the defaulting party is given at least 10 business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and, to the extent the default is capable of being cured, a 10 business day opportunity to remedy the default to the satisfaction of the terminating party (or, in the event of default based on Vendor's failure to timely remit the service fee due the Cooperative, such longer cure period as may be established by Cooperative policy.)



At the Cooperative's option and in addition to any other remedies it may have available, the Cooperative may terminate the Contract if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitute grounds for termination:

- 1) Materially misleading or false statement(s) in Vendor's Proposal;
- 2) Delivery of product or services that fail to meet the item specifications;
- 3) Delivery of product or services that are defective or substandard or fail to pass product inspection;
- 4) Delivery of a product substitution, except as specifically authorized by the Contract;
- 5) Failure to meet required delivery schedules;
- 6) Failure to timely supply Awarded Items at the Awarded Pricing;
- 7) Failure to timely remit any service fee due the Cooperative under the Contract or any other BuyBoard contract with Vendor, its parent company, or affiliates;
- 8) Failure to provide, within a reasonable time and where required by the Contract, information reasonably requested by the Cooperative or Cooperative Administrator including, but not limited to, information requested under sections E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases) or E.12 (Service Fees) of these Terms and Conditions;
- 9) Processing a Purchase Order received directly from a Cooperative member, without prior written approval from the Cooperative Administrator;
- 10) Providing architectural or engineering services under the Contract that must be procured pursuant to the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code);
- 11) Selling non-awarded products or services under the Contract or any other BuyBoard contract; or
- 12) Vendor refusal, inability, or loss of ability to offer or provide Awarded Items to Cooperative members in awarded regions or states unless caused by a Force Majeure event pursuant and subject to section E.19 (Force Majeure).

Notwithstanding any other provision of this section E.18, in the event of Vendor's default under or breach of any provision in the Contract, the Cooperative reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Cooperative or necessary or appropriate to protect or provide best value to Cooperative members. Without limiting the scope of the foregoing, the Cooperative, acting by or through the Cooperative Administrator, may temporarily inactivate (suspend) Vendor from the BuyBoard website and as a BuyBoard vendor, suspend or remove any Vendor Designated Dealer, or require removal of an Awarded Item with or without prior notice to Vendor, if the Cooperative or Cooperative Administrator reasonably determines that there has been a breach under the Contract or any other BuyBoard contract with Vendor, including but not limited to nonpayment of service fees, or that there is a potential policy, public health, or safety issue to warrant such action. The temporary inactivation may remain in effect pending further action or termination of the Contract by the Cooperative. Vendor remains liable for all obligations and responsibilities incurred prior to and during any temporary inactivation and prior to termination, as applicable.

In the event the Cooperative terminates the Contract, in whole or in part, the Cooperative reserves the right to award the terminated Contract, or any portion thereof, to the next Proposer the Cooperative determines to provide best value to Cooperative members. Additionally, the Cooperative may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Vendor shall be liable for any and all damages permitted by law, and any deviation submitted by Vendor in its Proposal seeking to limit Vendor's liability to the Cooperative shall be deemed rejected. The Cooperative will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

If any delay or failure of performance is caused by a Force Majeure event as described in section E.19 (Force Majeure) of these Terms and Conditions, the Cooperative may, in its sole discretion, terminate the Contract in whole or part, provided such termination complies with the procedures set out above. Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for the Cooperative not considering any future proposals from the defaulting Vendor.



In the event a Vendor's Contract is terminated under this section E.18, Vendor shall remain responsible for payment of all service fees to the Cooperative for Awarded Items sold under the Contract to Cooperative members prior to such termination.

**(b) Default and Termination of Cooperative Member Purchase**

A Cooperative member has no authority to terminate the Contract at the Cooperative level for default. A Cooperative member may terminate a Purchase Order or refuse to accept delivery (1) as provided for in these Terms and Conditions, Cooperative member Purchase Order, or ancillary agreement, or (2) for Vendor's material breach of a term or condition included in the Contract, a Cooperative member Purchase Order, or ancillary agreement. Additionally, to the extent permitted by law, Cooperative members may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Nothing herein shall limit the remedies available to a Cooperative member under applicable law.

A Cooperative member will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

**19. Force Majeure**

The term Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in Vendor's industry equally and are not actions taken solely against Vendor; acts of God (except natural phenomena, such as rain, wind, or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics or pandemics; riots; war; rebellion; or sabotage.

The Cooperative, Cooperative members, and Vendor are required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred rests on the party seeking relief under this section E.19. The claiming party must promptly notify the other party in writing, citing the details of the Force Majeure event, use due diligence to overcome obstacles to performance created by the Force Majeure event, and resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance of the Contract or a Purchase Order caused solely by a Force Majeure event will be excused for the period of delay caused solely by the Force Majeure event, provided the party claiming the event promptly notifies the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure. The Cooperative will not be responsible for any cost incurred by Vendor because of a Force Majeure event. A Cooperative member will not be responsible for any cost incurred by Vendor because of the Force Majeure event unless an authorized representative of the Cooperative member has requested, in writing, that Vendor incur such cost in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section E.19, in the event Vendor's performance of its obligations under the Contract is delayed or stopped by a Force Majeure event, the Cooperative may, at its sole option, terminate the Contract in accordance with section E.18 (Remedies for Default and Termination of Contract) of these Terms and Conditions. This section E.19 does not limit or otherwise modify any of the Cooperative's rights as provided elsewhere in the Contract.

**F. Miscellaneous**

**1. Assignment**

Vendor may not sell, assign, transfer, convey or subcontract any responsibility or obligation created by the Contract in regard to the Cooperative without the Cooperative's prior written consent. A Vendor wishing to assign, transfer, or convey all or any portion of an awarded Contract shall submit a written request to the Cooperative, preferably at least 60 days before the projected effective date of the assignment and promptly provide such information as the Cooperative may require to process and consider the request.



Approval or denial of an assignment request shall be within the sole discretion of the Cooperative, and a vendor not awarded a Contract through the Proposal Invitation process has no right or vested interest to assignment of an awarded Contract. In determining whether to consent, the Cooperative may consider any relevant factors, including whether the party to which the sale, assignment, transfer, conveyance or subcontract is proposed is bound to and will honor all obligations and responsibilities imposed on Vendor under the Contract, including Awarded Pricing, and the best interest of and value to Cooperative members. Vendor's attempted sale, assignment, transfer, conveyance or subcontracting of any part of the Contract except in compliance with this section F.1 is void and ineffective. If Vendor ceases distribution of an Awarded Item for any reason during the Contract term, including ceasing distribution in one or more regions or states designated by Vendor in its Texas Regional Service Designation or State Service Designation forms, and the Cooperative determines that continued availability of the product provides best value to Cooperative members, the Cooperative reserves the right to place the manufacturer of such product on the BuyBoard for the remainder of the Contract term for any or all regions or states in which Vendor has ceased distribution, in which event Vendor's Contract for such product will be deemed assigned to the product manufacturer.

## **2. Notices**

Unless otherwise provided for in this Proposal Invitation, any written notice or other communication required by the Contract or by law will be conclusively deemed to have been given and received on the third business day after such written notice has been deposited in the U. S. Mail, properly addressed, and with sufficient postage affixed thereto, provided that actual notice may also be given via electronic mail or in any other manner used in commerce. If the conclusion of any time period provided for in these Terms and Conditions falls on a weekend or a federal holiday, the conclusion of such time period shall be deemed to be extended until the next business day. Otherwise, references to time periods measured by days shall mean calendar days unless business days are specifically designated.

## **3. Equal Employment Opportunity (EEO) Disclosures**

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which Vendor's primary place of business is located. In accordance with such laws, regulations and executive orders, Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, disability or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies.

## **4. Applicable Law, Venue and Dispute Resolution**

The Contract is governed by and will be construed according to the laws of the State of Texas, including the Uniform Commercial Code (UCC) as adopted in the State of Texas as effective and in force on the date of the Contract. Venue for any litigation concerning the Cooperative or TASB lies in Austin, Travis County, Texas, and venue for any litigation between a Cooperative member and Vendor arising under the Contract lies in the home county of the member. The parties have the mutual affirmative duty to attempt to resolve any disputes that arise under the Contract in good faith at the least possible expense prior to the initiation of any type of judicial or administrative proceeding.

## **5. Waiver**

No claim or right arising out of a breach of the Contract can be discharged in whole or 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 party. A party's failure to require strict performance of any provision of the Contract does not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.

## **6. Interpretation – Parol Evidence**

This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade is relevant to supplement or explain any terms used in the Contract. Acceptance or acquiescence in a course of performance rendered under the Contract is not relevant to and does not determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

**7. Right to Assurance**

Whenever the Cooperative in good faith has reason to question Vendor's intent to perform, the Cooperative may demand that Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the Cooperative may treat the failure as an anticipatory repudiation of the Contract.

**8. Non-Appropriations Clause**

Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. A Cooperative member that is a governmental entity (a) reserves the right to rescind a multi-year purchase order or other agreement to purchase products or services under the Contract at the end of the member's fiscal year if it is determined that funding is not available to extend the agreement; and (b) will use its best efforts to attempt to obtain and appropriate funds for payment.

**9. Invalid Term or Condition**

If any term or condition of the Contract is held invalid or unenforceable, the remainder of the Contract will not be affected and will be valid and enforceable.

**10. Remedies Cumulative**

The remedies available to the Cooperative, a Cooperative member, or Vendor under this Contract are in addition to any other remedies that may be available under law or in equity.

**11. Signatures**

Except as otherwise specifically required in these Terms and Conditions, all notices, requests, amendments and other written documentation required or authorized under the Contract may be provided electronically or as an imaged document, and an electronic or facsimile signature shall be deemed an original.

**12. Right of Setoff**

Any indebtedness or obligation owed by Vendor or Vendor's affiliates to the Cooperative may be appropriated and applied by the Cooperative at any time, and from time to time, on any indebtedness or other obligation owed by the Cooperative to Vendor or Vendor's affiliates, whether such indebtedness or other obligations are now existing or hereafter arise, and whether under the Contract or otherwise. It is further understood and agreed that this right of setoff is in addition to, and not in lieu of, any other right, remedy or recourse which is available to the Cooperative either at law or equity, and that failure to exercise such right of setoff in any instance shall not constitute a waiver of such right.



## APPENDIX I

### BUYBOARD TECHNICAL REQUIREMENTS

The following are the BuyBoard Technical Requirements, current as of the date indicated at the bottom of this document.

#### TECHNICAL REQUIREMENTS AND INSTRUCTIONS FOR VENDOR LOGO FILES

Vendor logo files submitted for inclusion on the BuyBoard website must be provided in one of the following formats:

- PNG with transparent background; minimum size: 250 x 250 pixels
- JPG (JPEG); minimum size: 250 x 250 pixels

#### TECHNICAL REQUIREMENTS AND INSTRUCTIONS FOR VENDOR PRODUCT DETAILS

Following Contract award, Awarded Vendors for commodity items will be expected to promptly provide product details for awarded products in an electronic Excel spreadsheet in the format listed below. (A spreadsheet template will be provided to Vendors after Contract award.)

**File Name Format:** <VendorName>\_<ContractNumber>\_<YYYYMMDD>.xlsx (eg. TASB\_123-45\_20200720.xlsx)

Field Name	Required?	Description	Type	Character Limit
Product Name	Required	The product name. Should be unique to each product. Do not list a product category.	Text	255
Product Description	Required	Product description as might appear in a catalog. Can include specifications, annotations, etc. <b>Do not include:</b> -Bullet points -HTML	Text	No limit
Manufacturer Name	Strongly recommended	Name of product manufacturer (or "brand"). If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	125
Manufacturer Product Number	Strongly recommended	Manufacturers product or part number. If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	50



Vendor Product Number	Required	Your product number or SKU. Can be the same as ManufacturerProductNumber if you do not use a separate number or SKU (if you are the manufacturer, or use the same number as the manufacturer).	Text	50
UOM	Required	Measurement that represents a single unit of this product relative to price (eg. EA "each", PK "pack", CS "case", etc). Can be in abbreviated format (ex. EA) or full word format (ex. Each). <b>This should <u>not</u> be a numeric value.</b>	Text	10
Vendor Image Url	Strongly recommended	A link to an individual product image. If none exists, leave blank. Link should begin with https://. <b>Do not provide:</b> -A link to the home page of your website -A link to a product page or another section of your website  If none available, blanks are ok, but strongly recommended to have this information. Product images help sell your product!	Text	1000
List Price	Required	Price per unit of product without BuyBoard discount. Cannot be left blank. <b>DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.</b>	Numeric (no currency symbols or formatting, should be rounded to 2 decimal places)	N/A
Discount Percent <b>OR</b> Discount Price *You are only required to provide either Discount Percent OR Discount Price. You may provide both if you wish, but at least one must be provided.	One or the other required*	The percentage discount off of List Price, per the Contract.	Percentage-one decimal place max	N/A
		Price per unit of product with BuyBoard discount applied. <b>DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.</b>	Numeric (no currency symbols or formatting, should be rounded to 2 decimal places)	N/A



Vendor Page Url	Optional	A link to an online catalog listing for this product (if available). This is for future use. <b>Do not provide:</b> -A link to the home page of your website	Text	1000
Vendor Thumbnail Image Url	Optional	A link to a catalog product <b>thumbnail</b> image (if available).	Text	1000
Vendor Category	Optional	Your categorization for this product. If this product is nested within categories, please delimit between categories. This information is for future use.	Text	1000
UNSPSC Code	Optional	( <a href="https://www.unspsc.org/">https://www.unspsc.org/</a> ) if available.	Numeric	N/A
Extended Attributes	Optional	This field is reserved for any additional information which should be used for search indexing for this line item. It could include information on options, colors, sizes, informative notifications, etc.	Text	No limit

***\*Products must be unique. Duplicate products will not be accepted. To make a product unique, it must have one of the following:***

- 1- A unique Vendor Product Number*
- 2- A unique Vendor Product Number + UOM combination*

**DESIRED RESULT:**

- Product A - 1234567 - EA (different vendor product numbers)*
- Product B - 1234568 - EA*
- OR-*
- Product A - 1234567 - EA (same vendor product number, different UOM)*
- Product B - 1234567 - PK*

**WRONG:**

- Product A - 1234567 - EA*
- Product B - 1234567 - EA*

34376638

Page 1 of 2 San Antonio Express - News

San Antonio Express - News  
AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:  
COUNTY OF BEXAR

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, a Newspaper Representative for the Hearst Newspapers, LLC – dba: San Antonio Express - News, a newspaper published in COUNTY OF BEXAR County, Texas and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to wit:

Customer ID	Customer	Order ID	Publication	Pub Date
20000624	TEXAS ASSN OF SCHOOL BOARDS	34376638	SAE Express-News	08/27/25
20000624	TEXAS ASSN OF SCHOOL BOARDS	34376638	SAE Express-News	09/03/25

  
Newspaper Representative Signature

Tamika Perry  
Newspaper Representative Printed Name

Sworn and subscribed to before me, this 3rd day of September, A.D. 2025.



  
Notary Public in and for the State of Texas

34376638

Page 2 of 2 San Antonio Express - News

**Texas Association of School Boards-Local Government Purchasing Cooperative**

**Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date**

- 790-26 Energy Saving Lighting Products, 3/19/2025 4:00 PM, 4/1/2025 to 3/31/2029
- 791-26 Water Treatment Chemicals and Pina Batching Equipment, 5/25/2025 4:00 PM, 4/1/2026 to 3/31/2029
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- 796-26 Radio Communication and Video Recording Products and Services, 11/8/2025 4:00 PM, 4/1/2026 to 3/31/2029
- 797-26 Driver Training Simulation Equipment and Services, 11/27/2025 4:00 PM, 4/1/2026 to 3/31/2029
- 798-26 Public Safety and Firehouse Supplies and Equipment, 11/13/2025 4:00 PM, 4/1/2026 to 3/31/2029
- 799-26 Oral Interpretation and Written Translation Services, 12/11/2025 4:00 PM, 6/1/2026 to 5/31/2029
- 800-26 Asphalt Products and Parking/Recal Striping Services, 12/18/2025 4:00 PM, 6/1/2026 to 5/31/2029
- 801-26 Swimming Pool Chemicals, Supplies and Equipment, 12/18/2025 4:00 PM, 6/1/2026 to 5/31/2029
- 802-26 Library Books, Used Textbooks, and Other Books, 1/15/2025 4:00 PM, 6/1/2026 to 5/31/2029
- 803-26 Highway Safety and Traffic Control Products, 1/23/2025 4:00 PM, 6/1/2026 to 5/31/2029
- 804-26 First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment, 1/23/2025 4:00 PM, 6/1/2026 to 5/31/2029
- 805-26 Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils, 2/6/2025 4:00 PM, 6/1/2026 to 5/31/2029
- 806-26 Grounds Maintenance Equipment, Parts, and Supplies, 2/12/2025 4:00 PM, 6/1/2026 to 5/31/2029
- 807-26 Copy/Office Paper and Toner Supplies, 2/19/2025 4:00 PM, 6/1/2026 to 5/31/2029

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NOTE: Proposal Invitations will be available at [www.tasbboard.com/vendor](http://www.tasbboard.com/vendor). The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

11057182

Page 1 of 2 Houston Chronicle

Houston Chronicle  
AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:  
COUNTY OF HARRIS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, a Newspaper Representative for the Hearst Newspapers, LLC – dba: Houston Chronicle, a newspaper published in Harris County, Texas and generally circulated in the Counties of: Harris, Trinity, Walker, Grimes, Polk, San Jacinto, Washington, Montgomery, Liberty, Austin, Waller, Chambers, Colorado, Brazoria, Fort Bend, Galveston, Wharton, Jackson, and Matagorda and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to wit:

Customer ID	Customer	Campaign ID	Publication	Pub Date
21030066	TEXAS ASSOCIATION OF SCHOOL	11057182	Houston Chronicle	7/23/2025
				7/30/2025

Victoria Bond  
Newspaper Representative (signature)

Victoria Bond  
Newspaper Representative (printed)

Sworn and subscribed to before me, this 31<sup>st</sup> day of July A.D. 2025



Veronica Marie Tyrone  
Notary Public in and for the State of Texas

Texas Association of School Boards-Local Government Purchasing Cooperative

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

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797-26 Driver Training Simulation Equipment and Services, 11/6/2025 4:00 PM, 4/1/2026 to 3/31/2029  
798-26 Public Safety and Firehouse Supplies and Equipment, 11/13/2025 4:00 PM, 4/1/2026 to 3/31/2029  
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804-26 First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment, 1/29/2026 4:00 PM, 6/1/2026 to 5/31/2029  
805-26 Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils, 2/5/2026 4:00 PM, 6/1/2026 to 5/31/2029  
806-26 Grounds Maintenance Equipment, Parts, and Supplies, 2/12/2026 4:00 PM, 6/1/2026 to 5/31/2029  
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NOTE: Proposal Invitations will be available at [www.buyboard.com/vendor](http://www.buyboard.com/vendor). The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.  
IPLHOU0092458

# LOCALIQ

Austin American-Statesman  
Amarillo Globe-News  
Lubbock Avalanche-Journal

PO Box 631667 Cincinnati, OH 45263-1667

## **AFFIDAVIT OF PUBLICATION**

Texas Association of School Boards  
12007 Research BLVD  
Austin TX 78759-2429

STATE OF WISCONSIN, COUNTY OF BROWN

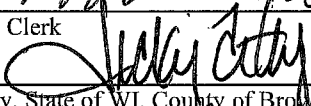
The Avalanche-Journal, a daily newspaper of general circulation in the counties of: Cochran, Crosby, Dawson, Floyd, Gaines, Garza, Hale, Hockley, Lamb, Lubbock, Lynn, Motley, Terry and Yoakum, Texas; printed and published in Lubbock County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper in the issues dated:

07/23/2025, 07/30/2025

Sworn to and subscribed before on 07/30/2025



Legal Clerk



Notary, State of WI, County of Brown



My commission expires

Publication Cost:	\$910.00	
Tax Amount:	\$0.00	
Payment Cost:	\$910.00	
Order No:	11503918	# of Copies:
Customer No:	1360212	0
PO #:	LACO0336368	

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*Please do not use this form for payment remittance.*

VICKY FELTY  
Notary Public  
State of Wisconsin

Association of School  
Boards-Local Government  
Purchasing Cooperative

Proposal Number, Proposal  
Name, Proposal Deadline,  
Contract Effective Date,  
Contract Expiration Date

790-26 Energy Saving  
Lighting Products,  
9/18/2025 4:00 PM,  
4/1/2026 to 3/31/2029

791-26 Water Treatment  
Chemicals and Pipe Bursting  
Equipment, 9/25/2025 4:00  
PM, 4/1/2026 to 3/31/2029

792-26 Software as a  
Service (SaaS) Products,  
Cybersecurity Assess-  
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793-26 Background,  
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Diagnostic Testing Services  
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794-26 Waste/Recy-  
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Waste Disposal Services,  
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795-26 Traffic Signal  
Systems and Safety Barrier  
Products, 10/30/2025 4:00  
PM, 4/1/2026 to 3/31/2029

796-26 Radio Communi-  
cation and Video Record-  
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11/6/2025 4:00 PM,  
4/1/2026 to 3/31/2029

797-26 Driver Training  
Simulation Equipment and  
Services, 11/6/2025 4:00  
PM, 4/1/2026 to 3/31/2029

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799-26 Oral Interpreta-  
tion and Written Translation  
Services, 12/11/2025 4:00  
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800-26 Asphalt Products  
and Parking/Road Striping  
Services, 12/18/2025 4:00  
PM, 6/1/2026 to 5/31/2029

801-26 Swimming Pool  
Chemicals, Supplies and  
Equipment, 12/18/2025  
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803-26 Highway Safety  
and Traffic Control Prod-  
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805-26 Field and Turf  
Irrigation Products, Land-  
scaping Products, and  
Specialty Conditioners/  
Soils, 2/5/2026 4:00 PM,  
6/1/2026 to 5/31/2029

806-26 Grounds Mainte-  
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Supplies, 2/12/2026 4:00  
PM, 6/1/2026 to 5/31/2029

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electronically through the  
Cooperative's designated  
website or by hard copy  
submission at Local Govern-  
ment Purchasing Coopera-  
tive, Cooperative Purchas-  
ing Office, 12007 Research  
Blvd., Austin, TX 78759 or  
as set out in the Instructions  
to Proposers."

July 23, 30 2025  
LACO0336368

# LOCALiQ

Austin  
American-Statesman

PO Box 631667 Cincinnati, OH 45263-1667

## AFFIDAVIT OF PUBLICATION


Ava Benford  
Texas Association of School Boards  
12007 Research BLVD  
Austin TX 78759-2429

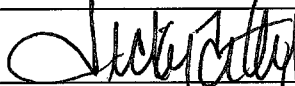
STATE OF TEXAS, COUNTIES OF BASTROP, BELL, BLANCO,  
BURNET, CALDWELL, COMAL, CORYELL, FAYETTE,  
GILLESPIE, GUADALUPE, HAYS, KERR, LAMPASAS, LEE,  
LLANO, MILAM, TRAVIS & WILLIAMSON

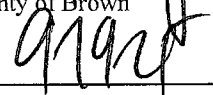
The Austin American Statesman, a newspaper that is generally  
circulated in the counties of Bastrop, Bell, Blanco, Burnet,  
Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays,  
Kerr, Lampasas, Lee, Llano, Milam, Travis and Williamson, State  
of Texas, printed and published and personal knowledge of the  
facts herein state and that the notice hereto annexed was  
Published in said newspapers in the issues dated on:

ACO American Statesman 07/23/2025, 07/30/2025

and that the fees charged are legal.  
Sworn to and subscribed before on 07/30/2025

  
\_\_\_\_\_  
Legal Clerk

  
\_\_\_\_\_  
Notary, State of WI, County of Brown

  
\_\_\_\_\_  
My commission expires

Publication Cost: \$1818.50  
Tax Amount: \$0.00  
Payment Cost: \$1818.50  
Order No: 11498317 # of Copies:  
Customer No: 1360212 1  
PO #: Proposals

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

VICKY FELTY  
Notary Public  
State of Wisconsin

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# LOCALiQ

Austin American-Statesman  
Amarillo Globe-News  
Lubbock Avalanche-Journal

PO Box 631667 Cincinnati, OH 45263-1667

## **AFFIDAVIT OF PUBLICATION**


Texas Association of School Boards  
12007 Research BLVD  
Austin TX 78759-2429

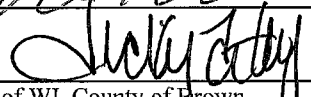
STATE OF WISCONSIN, COUNTY OF BROWN

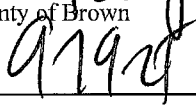
The Amarillo Globe-News is a daily newspaper of general circulation, printed and published in Amarillo, Potter County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper in the issues dated:

07/23/2025, 07/30/2025

Sworn to and subscribed before on 07/30/2025

  
\_\_\_\_\_  
Legal Clerk

  
\_\_\_\_\_  
Notary, State of WI, County of Brown

  
\_\_\_\_\_  
My commission expires

Publication Cost:	\$900.00	
Tax Amount:	\$0.00	
Payment Cost:	\$900.00	
Order No:	11503764	# of Copies:
Customer No:	1360212	0
PO #:	LACO0336287	

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**VICKY FELTY**  
Notary Public  
State of Wisconsin

Association of School Boards-Local Government Purchasing Cooperative  
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“Completed sealed proposals will be received by the Local Government Purchasing Cooperative either by submitting the Proposal electronically through the Cooperative’s designated website or by hard copy submission at Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759 or as set out in the Instructions to Proposers.”  
July 23, 30 2025  
LACO0336287



PO Box 631667 Cincinnati, OH 45263-1667

**AFFIDAVIT OF PUBLICATION**


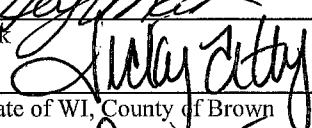
   Ava Benford  
Texas Association of School Boards  
12007 Research BLVD  
Austin TX 78759-2429

STATE OF WISCONSIN, COUNTY OF BROWN

The Corpus Christi Caller-Times, a newspaper published in the city of Corpus Christi, Nueces County, State of Texas, generally circulated in Aransas, Bee, Brooks, Duval, Jim Hogg, Jim Wells, Kleberg, Live Oak, Nueces, Refugio, and San Patricio Counties, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

07/23/2025, 07/30/2025

and that the fees charged are legal.  
Sworn to and subscribed before on 07/30/2025

  
\_\_\_\_\_  
Legal Clerk  
  
\_\_\_\_\_  
Notary, State of WI, County of Brown  
9.19.25

My commission expires

Publication Cost:     \$1061.30  
Tax Amount:           \$0.00  
Payment Cost:         \$1061.30  
Order No:             11498428           # of Copies:  
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VICKY FELTY  
Notary Public  
State of Wisconsin



sociation of School Boards-Local Government Purchasing Cooperative  
 Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date  
 790-26 Energy Saving Lighting Products, 9/18/2025 4:00 PM, 4/1/2026 to 3/31/2029  
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 795-26 Traffic Signal Systems and Safety Barrier Products, 10/30/2025 4:00 PM, 4/1/2026 to 3/31/2029  
 796-26 Radio Communication and Video Recording Products and Services, 11/6/2025 4:00 PM, 4/1/2026 to 3/31/2029  
 797-26 Driver Training Simulation Equipment and Services, 11/6/2025 4:00 PM, 4/1/2026 to 3/31/2029  
 798-26 Public Safety and Firehouse Supplies and Equipment, 11/13/2025 4:00 PM, 4/1/2026 to 3/31/2029  
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 802-26 Library Books, Used Textbooks, and Other Books, 1/15/2025 4:00 PM, 6/1/2026 to 5/31/2029  
 803-26 Highway Safety and Traffic Control Products, 1/22/2025 4:00 PM, 6/1/2026 to 5/31/2029  
 804-26 First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment, 1/29/2026 4:00 PM, 6/1/2026 to 5/31/2029  
 805-26 Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils, 2/5/2026 4:00 PM, 6/1/2026 to 5/31/2029  
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NOTE: Proposal Invitations will be available at [www.buyboard.com/vendor](http://www.buyboard.com/vendor). The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.



PO Box 631667 Cincinnati, OH 45263-1667

**AFFIDAVIT OF PUBLICATION**


   Ava Benford  
Texas Association of School Boards  
12007 Research BLVD  
Austin TX 78759-2429

STATE OF WISCONSIN, COUNTY OF BROWN

The San Angelo Standard-Times, a newspaper published in the city of San Angelo, Tom Green County, State of Texas, and of general circulation in the following counties: Tom Green, Coke, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Reagan, Runnels, Schleicher, Sterling, Sutton, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

07/23/2025, 07/30/2025

and that the fees charged are legal.  
Sworn to and subscribed before on 07/30/2025

  
\_\_\_\_\_  
Legal Clerk

  
\_\_\_\_\_  
Notary, State of WI, County of Brown

9/29/25

My commission expires

Publication Cost:     \$1183.10  
Tax Amount:            \$0.00  
Payment Cost:         \$1183.10  
Order No:               11498460               # of Copies:  
Customer No:         1360212               1  
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VICKY FELTY  
Notary Public  
State of Wisconsin



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 Local Government  
 Purchasing Cooperative  
 Proposal Number, Proposal  
 Name, Proposal Deadline,  
 Contract Effective Date,  
 Contract Expiration Date  
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 792-26 Software as a  
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 793-26 Background, Finger-  
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 Containers (Residen-  
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 795-26 Traffic Signal  
 Systems and Safety Barrier  
 Products, 10/30/2025 4:00  
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 796-26 Radio Communica-  
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 Products and Services,  
 11/6/2025 4:00 PM,  
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 797-26 Driver Training  
 Simulation Equipment and  
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 3/31/2029  
 799-26 Oral Interpretation  
 and Written Translation  
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 and Parking/Road Striping  
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 Traffic Control Products,  
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 804-26 First Aid, Emergency  
 Medical, and Athletic Trainer  
 Supplies and Equipment,  
 1/29/2026 4:00 PM,  
 6/1/2026 to 5/31/2029  
 805-26 Field and Turf Irriga-  
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 Products, and Specialty  
 Conditioners/Soils,  
 2/5/2026 4:00 PM, 6/1/2026  
 to 5/31/2029  
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 electronically through the  
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 ment Purchasing Coopera-  
 tive, Cooperative Purchas-  
 ing Office, 12007 Research  
 Blvd., Austin, TX 78759 or as  
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 formalities in bidding except  
 time of filing.



PO Box 631667 Cincinnati, OH 45263-1667

**AFFIDAVIT OF PUBLICATION**

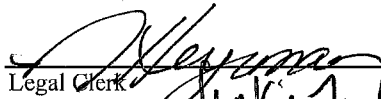
\_\_Ava Benford  
Texas Association of School Boards  
12007 Research BLVD  
Austin TX 78759-2429

STATE OF WISCONSIN, COUNTY OF BROWN

The El Paso Times, a newspaper published in the city of El Paso,  
El Paso County, State of Texas, and personal knowledge of the  
facts herein state and that the notice hereto annexed was  
Published in said newspapers in the issue:

07/23/2025, 07/30/2025

and that the fees charged are legal.  
Sworn to and subscribed before on 07/30/2025

  
\_\_\_\_\_  
Legal Clerk

  
\_\_\_\_\_  
Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$950.52  
Tax Amount: \$0.00  
Payment Cost: \$950.52  
Order No: 11498451 # of Copies:  
Customer No: 1360212 1  
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VICKY FELTY  
Notary Public  
State of Wisconsin

**Purchasing Cooperative**

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date  
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July 23, 30, 2025 #11498451



PO Box 631667 Cincinnati, OH 45263-1667

**AFFIDAVIT OF PUBLICATION**

Ava Benford  
Texas Association Of School Boards  
12007 Research Blvd.  
Austin TX 78752

STATE OF WISCONSIN, COUNTY OF BROWN

The Abilene Reporter-News, a newspaper published in the city of Abilene, Taylor and Jones County, generally circulated in Brown, Callahan, Coleman, Comanche, Eastland, Erath, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Runnels, Scurry, Shackelford, Stephans, Stonewall, Taylor counties, Texas, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

07/23/2025, 07/30/2025

and that the fees charged are legal.  
Sworn to and subscribed before on 07/30/2025

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost:	\$1136.42	
Tax Amount:	\$0.00	
Payment Cost:	\$1136.42	
Order No:	11499831	# of Copies:
Customer No:	1352662	1
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NANCY HEYRMAN  
Notary Public  
State of Wisconsin

Association of School  
Districts-Local Government  
Purchasing Cooperative

Proposal Number, Proposal  
Name, Proposal Deadline,  
Contract Effective Date,  
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790-26 Energy Saving Light-  
ing Products, 9/18/2025  
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3/31/2029

791-26 Water Treatment  
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792-26 Software as a  
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795-26 Traffic Signal  
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798-26 Public Safety and  
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Conditioners/Soils,  
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806-26 Grounds Mainte-  
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Supplies, 2/12/2026 4:00  
PM, 6/1/2026 to 5/31/2029

807-26 Copy/Office Paper  
and Toner Supplies,  
2/19/2026 4:00 PM,  
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2/19/2026 4:00 PM,  
6/1/2026 to 5/31/2029

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formalities in bidding except  
time of filing.

# LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

## AFFIDAVIT OF PUBLICATION

Ava Benford  
Texas Association of School Boards  
12007 Research Blvd.  
Austin TX 78752

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

07/23/2025, 07/30/2025

and that the fees charged are legal.  
Sworn to and subscribed before on 07/30/2025

Kangas, Guy  
Legal Clerk  
Nicole Jacobs  
Notary, State of WI, County of Brown

8-21-26

My commission expires

Publication Cost: \$135.70  
Tax Amount: \$0.00  
Payment Cost: \$135.70  
Order No: 11498443 # of Copies:  
Customer No: 900053 1  
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NICOLE JACOBS  
Notary Public  
State of Wisconsin

is Association of  
Local Boards-Local  
Government Purchasing  
Cooperative

Proposal Number,  
Proposal Name, Proposal  
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July 23,30,2025  
114984433



AD#: 0011012721

State of Oregon,) ss  
County of Multnomah)

Stacey Tredici being duly sworn, deposes that he/she is principal clerk of Oregonian Media Group; that Oregonian is a public newspaper published in the city of Portland, with general circulation in Oregon, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

Oregonian 07/23, 07/30/2025

*Stacey Tredici*



KIMBERLEE WRIGHT O'NEILL  
NOTARY PUBLIC - OREGON  
COMMISSION NO. 1026818  
MY COMMISSION EXPIRES 08/15/2026

Principal Clerk of the Publisher

Sworn to and subscribed before me this 05th day of August 2025

*Kimberlee Wright O'Neill*

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

Notary Public

**Texas Association of School Boards-Local Government Purchasing Cooperative**  
**Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date**

**790-26** Energy Saving Lighting Products, 9/18/2025 4:00 PM, 4/1/2026 to 3/31/2029  
**791-26** Water Treatment Chemicals and Pipe Bursting Equipment, 9/25/2025 4:00 PM, 4/1/2026 to 3/31/2029  
**792-26** Software as a Service (SaaS) Products, Cybersecurity Assessments and Related Services, 10/2/2025 4:00 PM, 4/1/2026 to 3/31/2029  
**793-26** Background, Fingerprinting, and Drug/Diagnostic Testing Services and Products, 10/16/2025 4:00 PM, 4/1/2026 to 3/31/2029  
**794-26** Waste/Recycling Containers (Residential/Commercial) and Waste Disposal Services, 10/23/2025 4:00 PM, 4/1/2026 to 3/31/2029  
**795-26** Traffic Signal Systems and Safety Barrier Products, 10/30/2025 4:00 PM, 4/1/2026 to 3/31/2029  
**796-26** Radio Communication and Video Recording Products and Services, 11/6/2025 4:00 PM, 4/1/2026 to 3/31/2029  
**797-26** Driver Training Simulation Equipment and Services, 11/6/2025 4:00 PM, 4/1/2026 to 3/31/2029  
**798-26** Public Safety and Firehouse Supplies and Equipment, 11/13/2025 4:00 PM, 4/1/2026 to 3/31/2029  
**799-26** Oral Interpretation and Written Translation Services, 12/11/2025 4:00 PM, 6/1/2026 to 5/31/2029  
**800-26** Asphalt Products and Parking/Road Striping Services, 12/18/2025 4:00 PM, 6/1/2026 to 5/31/2029  
**801-26** Swimming Pool Chemicals, Supplies and Equipment, 12/18/2025 4:00 PM, 6/1/2026 to 5/31/2029  
**802-26** Library Books, Used Textbooks, and Other Books, 1/15/2025 4:00 PM, 6/1/2026 to 5/31/2029  
**803-26** Highway Safety and Traffic Control Products, 1/22/2025 4:00 PM, 6/1/2026 to 5/31/2029  
**804-26** First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment, 1/29/2026 4:00 PM, 6/1/2026 to 5/31/2029  
**805-26** Field and Turf Irrigation Products, Landscaping Products, and Specialty  
**806-26** Grounds Maintenance Equipment, Parts, and Supplies, 2/12/2026 4:00 PM, 6/1/2026 to 5/31/2029  
**807-26** Copy/Office Paper and Toner Supplies, 2/19/2026 4:00 PM, 6/1/2026 to 5/31/2029

\*Completed sealed proposals will be received by the **Local Government Purchasing Cooperative** either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission at Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759 or as set out in the Instructions to Proposers."

**NOTE:** Proposal Invitations will be available at [www.buyboard.com/vendor](http://www.buyboard.com/vendor). The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.



PO Box 631667 Cincinnati, OH 45263-1667

**AFFIDAVIT OF PUBLICATION**

Ava Benford  
Texas Association Of School Boards  
12007 Research Blvd.  
Austin TX 78752

STATE OF WISCONSIN, COUNTY OF BROWN

The Times Record News, a newspaper published in the city of Wichita Falls with circulation in Wichita County, State of Texas, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

07/23/2025, 07/30/2025

and that the fees charged are legal.  
Sworn to and subscribed before on 07/30/2025

*[Signature]*  
\_\_\_\_\_  
Legal Clerk

*[Signature]*  
\_\_\_\_\_  
Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$1243.40  
Tax Amount: \$0.00  
Payment Cost: \$1243.40  
Order No: 11499086 # of Copies:  
Customer No: 1352662 1  
PO #:

**THIS IS NOT AN INVOICE!**  
*Please do not use this form for payment remittance.*

VICKY FELTY  
Notary Public  
State of Wisconsin

- Texas Association of School Boards-Local Government Purchasing Cooperative
- Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date
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  - 791-26 Water Treatment Chemicals and Pipe Bursting Equipment, 9/25/2025 4:00 PM, 4/1/2026 to 3/31/2029
  - 792-26 Software as a Service (SaaS) Products, Cybersecurity Assessments and Related Services, 10/2/2025 4:00 PM, 4/1/2026 to 3/31/2029
  - 793-26 Background, Fingerprinting, and Drug/Diagnostic Testing Services and Products, 10/16/2025 4:00 PM, 4/1/2026 to 3/31/2029
  - 794-26 Waste/Recycling Containers (Residential/Commercial) and Waste Disposal Services, 10/23/2025 4:00 PM, 4/1/2026 to 3/31/2029
  - 795-26 Traffic Signal Systems and Safety Barrier Products, 10/30/2025 4:00 PM, 4/1/2026 to 3/31/2029
  - 796-26 Radio Communication and Video Recording Products and Services, 11/6/2025 4:00 PM, 4/1/2026 to 3/31/2029
  - 797-26 Driver Training Simulation Equipment and Services, 11/6/2025 4:00 PM, 4/1/2026 to 3/31/2029
  - 798-26 Public Safety and Firehouse Supplies and Equipment, 11/13/2025 4:00 PM, 4/1/2026 to 3/31/2029
  - 799-26 Oral Interpretation and Written Translation Services, 12/11/2025 4:00 PM, 6/1/2026 to 5/31/2029
  - 800-26 Asphalt Products and Parking/Road Striping Services, 12/18/2025 4:00 PM, 6/1/2026 to 5/31/2029
  - 801-26 Swimming Pool Chemicals, Supplies and Equipment, 12/18/2025 4:00 PM, 6/1/2026 to 5/31/2029
  - 802-26 Library Books, Used Textbooks, and Other Books, 1/15/2025 4:00 PM, 6/1/2026 to 5/31/2029
  - 803-26 Highway Safety and Traffic Control Products, 1/22/2025 4:00 PM, 6/1/2026 to 5/31/2029
  - 804-26 First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment, 1/29/2026 4:00 PM, 6/1/2026 to 5/31/2029
  - 805-26 Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils, 2/5/2026 4:00 PM, 6/1/2026 to 5/31/2029
  - 806-26 Grounds Maintenance Equipment, Parts, and Supplies, 2/12/2026 4:00 PM, 6/1/2026 to 5/31/2029
  - 807-26 Copy/Office Paper and Toner Supplies, 2/19/2026 4:00 PM, 6/1/2026 to 5/31/2029

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# The Dallas Morning News

## AFFIDAVIT OF PUBLICATION

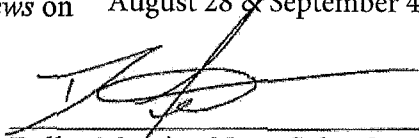
STATE OF TEXAS

COUNTY OF DALLAS

Before me, a Notary Public in and for Dallas County, this day personally appeared David Ferster, Advertising Representative for *THE DALLAS MORNING NEWS* being duly sworn by oath, states the attached advertisement of: Ad# 15199

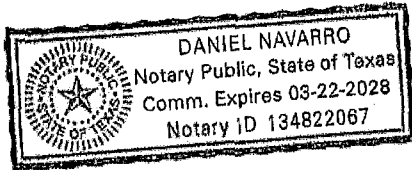
Texas Association of School Boards- Local Govt Purchasing Cooperative

Appeared in *The Dallas Morning News* on August 28 & September 4, 2025

  
\_\_\_\_\_  
Dallas Morning News Sales Operations

Sworn to and subscribed before me this

Date: September 4, 2025



  
\_\_\_\_\_  
Notary Public, State of Texas



Classified

# Mortgage

One of the most trusted brands in North Texas.

Get started today at [dallasnews.com/classifieds](http://dallasnews.com/classifieds) or call 214.745.8123.

**Legal**

**AUTOMOTIVE**

- Buses
- Commercial Vehicles
- Pickups
- SUVs
- Trucks
- Vans

Antiques, Classics, Special Interest

**OLD CAR CONSIGNMENTS**  
David Wayne  
214-726-5621

Chevrolet

1918 Chevrolet Chevrolet  
SS 396 5.3L, PS, PB, A/C  
Hood Crutch, #s  
Mechanical Meter, Headst  
and Original Build  
Sheet, Daily Driver  
\$43k 214-461-9998

Car: 2007 Chevrolet  
Corvette Convertible

Address Price: \$15,000  
13000 Miles  
Antimicrobial Blue Metallic  
Paint  
Magnonic Rice  
Car can't be driven and  
it's in storage in  
Shrewport, LA

Point of Contact:  
Jimmie Fitts  
Phone: 318-488-7738

Mercedes Benz

2011 Mercedes-Benz  
SL550 6.3 liter V8  
Convertible. Price  
\$14,000.00 Color: Black  
Exterior / Interior:  
V825 Miles VIN:  
WBX3K781A3B1P143324  
972-233-8661

**Real Estate**

**DUSTY, 3RD GFLD**  
condition, W/D  
connection, no porch,  
\$1,500, 1065 Sorcery Rd  
Dallas, TX 75249.  
936.234.4151

**FREE DENTALS**  
409-258-6453

**HOMECENTER FOR SALE**

- Acreage, Farms and Ranches
- Commercial Real Estate
- Lake & Vacation Properties
- Dallas Area
- Metropolitan Areas
- Out of Metropolitan Areas
- Miscellaneous Sales

**Acreage, Farms & Ranches**

Opportunity for a  
leasehold interest in  
subject Federal Fair  
Leasing Act of 1981,  
which makes it legal to  
advertise any preference,  
preference, or restriction  
based on race, color,  
religion, sex, handicap,  
familial status, or national  
origin in housing  
advertisements. Call  
800-765-6777.

**East Dallas**

Lower Greenville, 990  
992 Lino Ave, Corner  
off Landon Blvd, 214-761-  
7409 drive by. Approval  
cont. same. Do not  
disturb tenants.

**HOMECENTER FOR RENT**

- Acreage, Farms and Ranches
- Commercial Real Estate
- Lake & Vacation Property
- Dallas Rentals
- Metropolitan Rentals
- Out of Metropolitan Rentals
- Miscellaneous Rentals

**Acreage, Farms & Ranches**

**NOTICE**  
Residential rental  
locations are re-  
quired to be li-  
censed by the TX  
Real Estate Com-  
mission, Austin  
800-252-8752  
Locations may ad-  
vertise apartment  
units in general  
units & all units  
may not have the  
same features. The  
amount of rent  
quoted in an ad  
may be the start-  
ing rent for a basic  
unit which does not  
have all advertised  
features.

**Want to Buy**

**Bids & Proposals**

TEXAS ASSOCIATION OF SCHOOL BOARDS-LOCAL GOVERNMENT PURCHASING COOPERATIVE

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

790-24 Energy Saving Lighting Products, 8/17/2008 4:00 PM, 4/1/2008 to 3/31/2009  
791-24 Water Treatment Chemicals and Pipe Busting Equipment, 8/20/2008 4:00 PM, 4/1/2008 to 3/31/2009  
792-24 Electrical (Basic Products), Construction Assessments and Related Services, 10/20/2008 4:00 PM, 4/1/2008 to 3/31/2009  
793-24 Background, Fingerprinting, and Drug/Diagnostic Testing Services and Products, 10/16/2008 4:00 PM, 4/1/2008 to 3/31/2009  
794-24 Public Safety and Fire/Police Services and Products, 11/20/2008 4:00 PM, 4/1/2008 to 3/31/2009  
795-24 Traffic Signal Systems and Safety Barrier Products, 10/20/2008 4:00 PM, 4/1/2008 to 3/31/2009  
796-24 Driver Training Simulation Equipment and Services, 11/20/2008 4:00 PM, 4/1/2008 to 3/31/2009  
797-24 Public Safety and Fire/Police Supplies and Equipment, 11/20/2008 4:00 PM, 4/1/2008 to 3/31/2009  
798-24 Oral Interpretation and Written Translation Services, 12/1/2008 4:00 PM, 4/1/2008 to 3/31/2009  
799-24 Security Products and Parks/Recreation and Services, 12/1/2008 4:00 PM, 4/1/2008 to 3/31/2009  
800-24 Swimming Pool Chemicals, Supplies and Equipment, 12/1/2008 4:00 PM, 4/1/2008 to 3/31/2009  
801-24 Laundry Supplies, Linen Products and Other Supplies, 12/25/2008 4:00 PM, 4/1/2008 to 3/31/2009  
802-24 Highway Safety and Traffic Control Products, 12/22/2008 4:00 PM, 4/1/2008 to 3/31/2009  
803-24 Field and Tuff Irrigation Products, Landscaping Products, and Security Conditioners/Salts, 2/25/2009 4:00 PM, 4/1/2008 to 3/31/2009  
804-24 Grounds Maintenance Equipment, Parts and Supplies, 12/25/2008 4:00 PM, 4/1/2008 to 3/31/2009  
805-24 Copy/Office Paper and Toner Supplies, 2/1/2009 4:00 PM, 4/1/2008 to 3/31/2009

\*Camelated sealed proposals will be received by the Local Government Purchasing Cooperative either by submitting the Proposal electronically through the Cooperative's designated website or by city address: Local Government Purchasing Cooperative, Cooperative Purchasing Office, 1000 Research Blvd., Austin, TX 78759 or as set out in the Instructions to Proposers.\*

**NOTE:** Proposal Invitations will be available at [www.buyboard.com/vendor](http://www.buyboard.com/vendor). The Cooperative reserves the right to reject any or all bids and to waive any irregularities in bidding exact time.

**LEGAL BIDS & NOTICES**

- Bids & Proposals
- Banks/Reg. Credit Inst.
- Bids and Proposals
- Legal Notices

Bids will be due at 2:30 pm on 8/17/2008 and publicly opened at the City of Plano Municipal Center at 3 pm on 8/17/2008.

Bid No. 2325-068-A Water and Wastewater Facility Equipment Maintenance and Repair. Instructions for bidding may be obtained at [www.plano.gov/purch](http://www.plano.gov/purch), [www.planoirf.com](http://www.planoirf.com) or by calling 972-741-7557.

**LEGAL NOTICES**

**CITY OF ALLEN PUBLIC NOTICE**

On the 17th day of September 2008, at 7:00 pm in the Court/Council Chambers located at the City Hall and Courts Building at 16 West Main Street, Ross, City, Texas, the City Council will hold a public hearing giving all interested persons the right to appear and be heard on the Amendment located in Collin County, Collin Texas, of the following described property: 128813, 128814, 128815, 128816, and adjacent State Highway 46 and Country Road 740, in James McCreary Survey, Abstract 438 and W.H. Kuykendall Survey, Abstract 613, generally located south of County Road 740, north of State Highway 46 and east of PM 1777 in Collin County.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MELLISA, TEXAS, AMENDING MELLISA'S CODE OF ORDINANCES, ORDINANCE NO. 92-04, AS AMENDED, CHAPTER 13 (ANIMALS), PART 1, ARTICLE 13.02 (WATER, WASTEWATER AND ROADWAYS), PART 1.01, SUBSECTION 13.02.02 (IMPACT FEES ADOPTED), 13.08 (ASSESSMENT CONTACT FEES) AND 13.08 (COMPUTATION AND COLLECTION OF IMPACT FEES) AND ORDINANCE NOS. 99-00, 10-17, 10-29, 2002-2, 2002-18 AND 2004-4, AMENDING REVISED ROADWAY, WATER AND WASTEWATER, AND IMPACT FEES TO BE ASSESSED AND COLLECTED; PROVIDING A PENALTY FOR VIOLATION OF THE CAPTIONED CLAUSE; SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION.

**CITY OF ALLEN PUBLIC NOTICE**

Notice is hereby given that the Allen City Council shall hold the following Ordinance at its regular meeting held on Tuesday, August 26, 2008.

ORDINANCE NO. 4189-08: AN ORDINANCE OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING MELLISA'S CODE OF ORDINANCES, CHAPTER 13.02 (WATER, WASTEWATER AND ROADWAYS), PART 1.01, SUBSECTION 13.02.02 (IMPACT FEES ADOPTED), 13.08 (ASSESSMENT CONTACT FEES) AND 13.08 (COMPUTATION AND COLLECTION OF IMPACT FEES) AND ORDINANCE NOS. 99-00, 10-17, 10-29, 2002-2, 2002-18 AND 2004-4, AMENDING REVISED ROADWAY, WATER AND WASTEWATER, AND IMPACT FEES TO BE ASSESSED AND COLLECTED; PROVIDING A PENALTY FOR VIOLATION OF THE CAPTIONED CLAUSE; SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION.

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**LEGAL BIDS & NOTICES**

**LEGAL NOTICE**

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**LEGAL NOTICE**

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**LEGAL BIDS & NOTICES**

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**LEGAL BIDS & NOTICES**

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**LEGAL BIDS & NOTICES**

**LEGAL NOTICE**

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Application has been made with the Texas Alcoholic Beverage Commission for a Mixed Beverage Permit with Food and Beverage Cartilage by Eavor's Vibrations, LLC, to be located at 3200 Alma Dr., Plano, Collin County, Texas 75075. Officers of said limited liability company are Jennie Marie Cancemi, Member.

Application has been made with the Texas Alcoholic Beverage Commission permit type of Off-Premises Retailer License/Permit Wine Only Package Store by Dnaghus 7 Petroleum Inc DBAs Burleson Mart Address 101 S Burleson, Burleson, Texas 76088 in Johnson County by Anika Chand President.

**City of Dallas**  
Office of Public Meeting  
COMMUNITY DEVELOPMENT COMMISSION

The Community Development Commission (CDC) has scheduled a meeting on Thursday, September 4, 2008, at 8:00 PM at Dallas City Hall, 1500 Marilla Street, Council Briefing Room 605, and via videoconference. Residents may attend the meeting in-person, access videoconferencing, or attend via WebEx. For more information, please call CDC Director Jill McCreary at (972) 251-3333 or visit the CDC website at [www.dallas.gov/cdc](http://www.dallas.gov/cdc). The meeting will be broadcast on Spectrum Cable Channel 196 and available on-demand online at: [intellidiall.com/cdc](http://intellidiall.com/cdc)

Individuals and interested parties wishing to speak or submit public comments must register themselves at the meeting at [intellidiall.com/cdc](http://intellidiall.com/cdc) or contact Budget & Management Services/Community Development Division at phone (972) 252-0773 or by email at [cdcmemo@dallascityhall.com](mailto:cdcmemo@dallascityhall.com) no later than 24 hours in advance of the meeting. The City of Dallas will make a Reasonable Accommodation to persons and/or other related activities to ensure any and all disabled individuals have access to services and resources to create an equal opportunity to participate in all City related programs, services and activities.

Anyone who requires an auxiliary aid or service to fully participate in the CDC meeting should notify Budget & Management Services/Community Development Division at (972) 252-0773 or TTY 1-800-755-2989, fourteen (14) hours prior to the scheduled meeting.

La Comisión de Desarrollo Comunitario (CDC) ha programado una reunión para el jueves, septiembre 4, 2008, a las 8:00 PM en el Ayuntamiento de Dallas, 1500 Marilla Street, Sala de reuniones del Consejo 605, y por videoconferencia. Los residentes pueden asistir a la reunión en persona; acceder al enlace de la videoconferencia; o asistir via WebEx. Para más información, por favor llame al Director de CDC en el teléfono: 469-210-3333, o visite el sitio de Internet: [www.dallas.gov/cdc](http://www.dallas.gov/cdc). La reunión también se transmitirá por el canal 196 de Spectrum Cable y estará disponible bajo demanda en línea en [intellidiall.com/cdc](http://intellidiall.com/cdc)

Los personas y partes interesadas que deseen hablar o presentar comentarios deben registrarse en el evento en [intellidiall.com/cdc](http://intellidiall.com/cdc) o contactando con el Departamento de Servicios Comunitarios y Desarrollo. Llame al número de teléfono: 469-210-3333, o envíe un correo electrónico a [cdcmemo@dallascityhall.com](mailto:cdcmemo@dallascityhall.com) una hora antes de la reunión. La Ciudad de Dallas hará "ajustes razonables" al proporcionar los servicios necesarios para asegurar que todas las personas con discapacidades tengan acceso a servicios y recursos para crear un igualad de oportunidades para participar en todos los programas, servicios y actividades relacionadas con la Ciudad.

Cualquier persona que requiera un ayuda o servicio auxiliar para participar plenamente en la reunión CDC debe notificar a el División de Administración de Subvenciones y Servicios Comunitarios al teléfono (972) 252-0773 o TTY 1-800-755-2989, cuarenta y cuatro (44)

**FORM 7 – PUR 1355**

**FOREIGN COUNTRY OF CONCERN ATTESTATION  
(PUR 1355)**

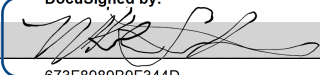
This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Iteris Inc. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Mike Searle

Title: Regional Vice President

Signature:   
673F8989B9F344D...

Date: Apr 1, 2026 | 9:14 AM PDT

### **E-Verify Affidavit Instructions**

Beginning January 1, 2021, pursuant to Section 448.095 Florida Statutes, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

ATTACH NOTARIZED AFFIDAVIT HERE

ATTACH PROOF OF REGISTRATION HERE

**CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that \_\_\_\_\_ *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of \_\_\_\_\_ *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ *[name of officer or agent, title of officer or agent]* of \_\_\_\_\_ *[name of contractor company acknowledging]*, a \_\_\_\_\_ *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ *[type of identification]* as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_



512.716.0808  
iteris.com

1250 S. Capital of Texas Hwy., Bldg. 1, Ste. 330  
Austin, TX 78746-0014

### CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Iteris, Inc. does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Iteris, Inc.'s proof of registration in the E-Verify system is attached to this Affidavit.

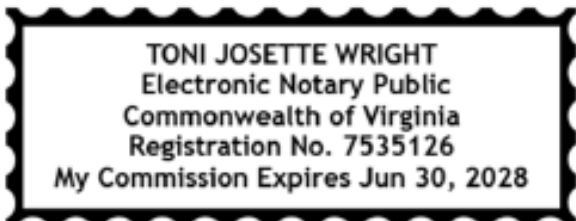
Signed by: Christine Secord  
 Print Name Christine Secord  
 Title Vice President Human Resources  
 Date 11/26/2025

STATE OF ~~FLORIDA~~ Virginia  
 COUNTY OF James City

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 26 day of NOV, 2025 by Christine Secord  
Vice President Human Resources [name of officer or agent, title of officer or agent]  
 of Iteris, Inc., a Delaware corporation, on behalf of the corporation. He/she is personally known to me or has produced CA Drivers License [type of identification] as identification.

[Notary Seal]

Signed by: Toni Josette Wright  
 Notary Public



Toni Josette Wright  
 Name typed, printed or stamped

My Commission Expires: 06/30/2028

**Certificate Of Completion**

Envelope Id: EA179BA3-CD0B-490D-B112-F1A8643FDF63	Status: Completed
Subject: Traffic Signal Systems & Safety Barrier Products - Engagement Letter	
Source Envelope:	
Document Pages: 2	Signatures: 2
Certificate Pages: 7	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	HR Operations - 1
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1700 Carnegie Ave Ste 100
	Santa Ana, CA 92705
	bmanacia@iteris.com
	IP Address: 208.127.237.83

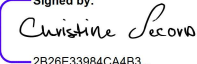
**Record Tracking**

Status: Original	Holder: HR Operations - 1	Location: DocuSign
11/25/2025 4:48:56 PM	bmanacia@iteris.com	

**Signer Events**

Christine Secord  
csecord@iteris.com  
Title  
Security Level: Notarized Signing (Notary: Toni  
Josette Wright)


**Signature**

Signed by:  
  
2B26E33984CA4B3...  
Signature Adoption: Pre-selected Style  
Using IP Address: 208.127.237.83

**Timestamp**

Sent: 11/25/2025 4:59:08 PM  
Viewed: 11/26/2025 8:37:00 AM  
Signed: 11/26/2025 8:39:00 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 11/26/2025 8:37:00 AM  
ID: bbb85d52-1a3c-40b7-8c90-2e9f349c52b3

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Lorinda Krystyniak llk@iteris.com Security Level: Email, Account Authentication (None)		Sent: 11/26/2025 8:42:05 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

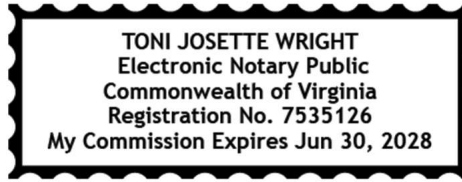
**Notary Events**

Toni Josette Wright  
merciesrenewed@gmail.com  
Notary for Christine Secord (csecord@iteris.com)  
Security Level: Email, Account Authentication (Required), Digital Certificate

**Signature Provider Details:**

Signature Type: DS Authority IDV (Client ID: c171dfd7-d7e5-4793-b1bf-4d660787eaa0)  
Issuer: DocuSign Cloud Signing CA-Identity  
Subject: CN=Toni Wright

**Signature**



Using IP Address: 72.218.51.62

Certificate policy:

[1]Certificate Policy:

Policy Identifier=1.3.6.1.4.1.42482.2.1.1.8

[1,1]Policy Qualifier Info:

Policy Qualifier Id=CPS

Qualifier:

<https://www.docusign.com/trust/compliance/public-certificates>

**Timestamp**

Sent: 11/26/2025 8:36:39 AM  
Viewed: 11/26/2025 8:38:40 AM  
Signed: 11/26/2025 8:42:03 AM

**Electronic Record and Signature Disclosure:**

Accepted: 11/26/2025 8:38:40 AM  
ID: a3e103f1-df4a-46ba-97b8-6de6fead8554

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/25/2025 4:59:11 PM
Envelope Updated	Security Checked	11/26/2025 8:38:32 AM
Envelope Updated	Security Checked	11/26/2025 8:41:26 AM
Certified Delivered	Security Checked	11/26/2025 8:38:40 AM
Signing Complete	Security Checked	11/26/2025 8:42:03 AM
Completed	Security Checked	11/26/2025 8:42:05 AM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

# INFORMED CONSENT AND AGREEMENT TO USE ELECTRONIC RECORDS AND SIGNATURES

(“Consent and Agreement”)

**Please carefully review this Informed Consent and Agreement to Use Electronic Records and Signatures (the “Consent and Agreement”). If you consent and agree to electronically receive, review and sign the documents in the envelope subject to the terms below, check the “I consent to use Electronic Records and Signatures” box and then click the “Review Document” button below.**

## **Why We Are Asking for Your Consent**

Iteris, Inc. (“Iteris,” “we,” “us,” “our”) must ask for and obtain your consent and agreement before using electronic documents and signatures in its relationship with you in order to create electronic records, as described in more detail below. In order for us to send you electronic documents and have you electronically sign them, rather than signing paper documents by hand, we need your consent.

## **Your Consent and Agreement and What it Means**

Your Consent is optional. It is solely up to you whether or not to do so. If you want to use electronic documents and signatures, then you must consent and agree to the terms and conditions relating to the system and process that we will use, as set forth below.

In the case you have an existing valid account with DocuSign, we will ask for your consent the initial time we send you an envelope of electronic documents. Thereafter, we will ask for your consent when we update the Consent and Agreement and we send you an envelope of electronic documents. In the case you do not have an existing valid account with DocuSign, we will ask for your consent each time we send you an envelope of electronic documents.

By checking the “I consent to use Electronic Records and Signatures” box and then clicking the “Review Documents” button below, you will be giving us your informed consent and agreement to use the electronic documents and signature system and process described below to electronically receive and review and electronically sign paperless documents. You will be agreeing to be bound by any documents you electronically sign the same as if you had received a paper copy of the document and signed it by hand with an ink pen. If you do not agree to the terms of this Consent and Agreement, do not check the “I agree” box. Note that even if you agree now, in the future after receiving an electronic document, you will be able to withdraw your consent as described below.

## **What Documents You will Receive Electronically**

By agreeing to this Consent and Agreement you will receive, review and sign electronically the electronic documents presented when you click the “Review Document” button below. These electronic documents may include, but are not limited to confidentiality, license, service and other agreements between you and us relating to our products and services. We may always, in our sole discretion, provide you with any document on paper, even if you have authorized electronic delivery. Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper (according to the relevant agreement), unless we tell you otherwise how to deliver the notice to us electronically.

## **How you will Receive Electronic Documents**

We will place one or more electronic documents, which may or may not require your signature, in an electronic envelope on the DocuSign system (as described below), and a link to the envelope will be emailed to you. You will access the envelope and electronic documents by clicking the link in the email, review the documents, and, if you choose, electronically sign them using the DocuSign system. You agree to immediately notify us if you receive any electronic document or information that appears to be in error or not intended for you.

## **Withdrawing Your Consent**

We will ask you for this Consent and Agreement as described in the provision above titled “Your Consent and Agreement and What it Means”. Once you give your Consent and Agreement for an envelope, you can still withdraw it for that envelope, prior to electronically signing a particular document in the same envelope. And, even if you electronically sign a particular document, you may still withdraw the Consent and Agreement for that document before the signing process is completed, and such withdrawal will apply to any other documents included in the same envelope. If you do this, you will be unable to proceed electronically and will be required to use paper documents and signatures. You can also choose to withdraw your consent in the future when you are presented with subsequent envelopes. Upon withdrawing your consent, you will be unable to proceed electronically and you may be required to use paper documents and signatures. If you give your Consent and Agreement for an envelope, although you may not withdraw it, you can still choose not to electronically sign any or all electronic documents in that envelope as prescribed in this Consent and Agreement. In addition, before you complete an electronic signature of a document, you may cancel and exit the electronic signing process before clicking the “Confirm Signing” (or other similarly titled button) and closing your browser.

## **Retaining Electronic Documents**

You should retain a copy of all electronic documents we provide to you, including this Consent and Agreement, for your future reference. You can do this by printing the page on paper or saving it to your computer. A copy of this Consent and Agreement, as it may be amended from time to time for consents to be given in the future, will also be available to you at [www.clearag.com/consent-policy](http://www.clearag.com/consent-policy).

## **Getting Paper Documents**

If instead of receiving and signing electronic documents, you would rather use paper documents, you should contact us. If you electronically sign a document, you can, in addition to printing a paper copy and/or saving it to your computer, obtain a paper copy from us by contacting Kathy Osborne, Vice President, Operations, [kathy@iteris.com](mailto:kathy@iteris.com).

## **DocuSign System**

We have entered into an agreement with DocuSign, Inc. (“DocuSign”) to make the DocuSign electronic signing system available to facilitate your receipt, review and electronic signature of electronic documents. Your use of the DocuSign system is subject to DocuSign’s Terms of Use available at [www.docusign.com/company/terms-of-use](http://www.docusign.com/company/terms-of-use). Iteris and DocuSign are not affiliated with each other. We are not responsible for the DocuSign system, and we disclaim any representations and all warranties regarding the DocuSign system. Your use of the DocuSign system is entirely your choice and solely your responsibility.

## **Hardware and Software Requirements**

In order to receive electronic documents and electronically sign them, you will need access to a computer or mobile device with internet service and access to an email account. In order to access the electronic documents sent to you, your computer or mobile device must meet certain

requirements, the current version of which is shown below. These requirements will change from time to time, and without notice to you, as third-party technology providers update their products. You can visit [www.docuSign.com/company/terms-of-use/specifications](http://www.docuSign.com/company/terms-of-use/specifications) for the most up to date system requirements. These requirements include: (1) an operating system and internet browser that together support the display of PDF documents; and (2) up-to-date PDF reader software. If you have questions related to the current requirements, please contact us at [electronic-documents@clearag.com](mailto:electronic-documents@clearag.com).

The Current Version of software and hardware that meets these requirements is identified below. By "Current Version," we mean a version of the software that is currently being supported by its publisher. We reserve the right to discontinue support of a Current Version if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use in the transaction.

**Operating Systems:**

Windows® XP, Windows Vista®; Windows® 7, Mac OS® X

**Browsers:**

Latest stable release (except where noted) of Internet Explorer® (8.0 or above, compatibility mode is supported only for 9.0 and above); Windows Edge; Mozilla® Firefox®, Safari™; Google Chrome®. NOTE: Pre-release (e.g., beta) versions of operating systems and browsers are not supported.

**Mobile:**

Apple iOS® 8.0 and above; Android™ 4.0 and above; Windows 8.1 and above; Windows 10; Windows Phone 8.1.

**PDF Reader:**

Acrobat® or similar software may be required to view and print PDF files

**Screen Resolution:**

1024 x 768 minimum

**Enabled Security Settings:**

Allow per session cookies

Your email notifications are made available in HTML (regular Web hypertext) format, and your electronic documents are made available in PDF format. Your electronic documents may be viewed electronically via the Web and printed with a local printer. You may also save your electronic documents to your local hard drive the way you would any other file from the Internet. Depending upon your comfort level with accessing and storing electronic documents, you should determine whether electronic or paper documents and delivery is best for you. For viewing, printing, storing or downloading your email announcements or the linked web pages, you should use the latest version of your web browser with JavaScript enabled. To access the PDF format for printer-friendly electronic documents, you will also need Adobe Acrobat Reader™. If you do not have Adobe Acrobat Reader installed on your computer, you can download the necessary software free at any time at [www.adobe.com](http://www.adobe.com).

If accessing the DocuSign system via a mobile device, please understand that wireless network coverage and Wi-Fi network speed varies by provider and geographic location. Counterparty is not responsible for limitations and/or failures in performance associated with any wireless or Wi-Fi service used to access the DocuSign system or for the security of any wireless or Wi-Fi service (see **“Security and Privacy Information,”** below).

## **Updating Your Email Address and Other Contact information**

It is your responsibility to provide us with accurate and complete e-mail address and other

contact information, and to maintain and update promptly any changes in this information. In addition, we may periodically ask you to confirm or update your email and any other information needed to contact you electronically. You may update your email address by contacting us at [electronic-documents@clearag.com](mailto:electronic-documents@clearag.com).

## **Security and Privacy Information**

In accessing electronic documents and electronically signing them, you should use a computer operating system that has a firewall (software that is designed to prevent unauthorized access to your computer by blocking suspicious people or websites) and that it is turned on and up-to-date. You should also make sure that your computer has anti-virus software that it is turned on and that your subscription is current.

Emails sending you links to envelopes with electronic documents for electronic signature are not encrypted (unless the email expressly says that it is encrypted); but the contents of the envelopes are protected. Be aware that some email addresses may use all or part of your name. Although we believe that email is a reasonably reliable method of delivery, as with any form of communication, there is a risk of mis-delivery or interception.

DocuSign's privacy policy applies to your use of the DocuSign system. In addition, our privacy policy applies to information we receive from you as part of the electronic signature process. To view our privacy policy, go to [www.clearag.com/privacy](http://www.clearag.com/privacy). In addition, we will make commercially reasonable efforts to ensure that your personal information we receive from you, like e-mails and contact information, are kept secure at all times; however, you acknowledge that the levels of data protection and privacy laws in other countries may not be as high as those applicable in your jurisdiction.

Accessing the DocuSign system via a mobile device involves the electronic transmission of information across the networks of your wireless service provider. We are not responsible for the privacy or security of wireless data transmissions. Use only reputable service providers and check with your wireless service provider for information about its privacy and security practices.

## **The Effect of Your Consent and Agreement**

By checking the "I consent to use Electronic Records and Signatures" box and then clicking the "Review Documents" button below you are providing your electronic signature on this Consent and Agreement and indicating that you acknowledge, agree and demonstrate that:

- You have read this Consent and Agreement and understand it.
- You consent to electronically receive and review the electronic documents included in the electronic envelopes sent to you.
- You have the hardware and software described above, an active email account, and you can (1) access, view, and print on paper or save on your computer this electronic Consent and Agreement and the electronic documents and (2) access the Web sites described above, including their content, in either HTML or PDF formats, as applicable.
- Your electronic signature on any of the electronic documents, including this Consent and Agreement, will bind you to that document the same as if you had signed a paper copy of the document with an ink pen. You will not contest the validity or enforceability of any electronic document you receive or electronically sign because the document and your signature are in electronic form.
- Your personal information may be transferred to and stored and processed in the United States.
- You understand that you should contact us to report any problem with your enrollment.

**DocuSign Consent & Agreement Form: Ver: 20161206**



512.716.0808  
iteris.com

1250 S. Capital of Texas Hwy., Bldg. 1, Ste. 330  
Austin, TX 78746-0014

PROOF OF REGISTRATION ON FOLLOWING PAGES

# Fi9 ALLIANCE PARTNER CLIENT REGISTRATION FORM

In order to create a User account for Form I-9 Compliance / E-Verify Services, you must first complete this registration form and forward it to your Service Provider. If you would prefer a version to print and complete, please contact Form I9 Compliance.

- Electronic Form I-9 **ONLY** (complete Part 1 **ONLY**)
  Electronic Form I-9 **AND** E-Verify (complete Parts 1 **AND** 2)
  E-Verify **ONLY** (complete Parts 1 **AND** 2)

## PART 1 - Electronic Form I-9 Only

**Full Legal Name of Organization (the Employer)**

Iteris, Inc.

**Number of Current Employees** 500

**Select your Industry Sector**

Transportation and Warehousing

**Select your Industry Sub-Sector**

Support Activities for Transportation

**Primary Location Address (Physical Address Only, No P.O. Boxes)**

Street Address 1700 Carnegie Avenue, Suite 100

City, State, Zip Code Santa Ana, CA 92705

County Orange

**Primary Mailing Address (Complete only if mail is not delivered to the above address)**

Street Address

City, State, Zip Code

**Primary Point of Contact**

Full Name and Title Bianca Mancía

Phone Number 949-413-7081

Fax Number

Email Address bmanca@iteris.com

**Service Provider (Company through which you will access Form I-9 Services)**

**Employment Screening Services (ESS)**

***If you selected Electronic Form I-9 only, skip Part 2. If you selected Electronic Form I-9 AND E-Verify, complete Part 2.***

## PART 2 - E-Verify and Electronic I-9

**Complete this section if you intend to access the E-Verify System.**

*Incomplete registration forms will be returned for proper completion.*

Form I-9 Compliance LLC (Fi9) is your E-Verify Web Services Employer Agent to utilize the E-Verify System through the E-Verify Program. As such, Fi9 is responsible for generating a Memorandum of Understanding (MOU) that must be executed by the Department of Homeland Security (DHS), the Social Security Administration (SSA), the Employer, and Fi9.

Upon receipt of the completed Client Registration Form and User Agreement, Fi9 will register your organization with DHS who will generate the MOU for your organization. Upon receipt of your executed MOU Signature Page, DHS, through Fi9, will complete your registration process.

Employer Identification Number (EIN or Tax ID) 95-2588496

*The EIN, also known as a Federal Tax ID Number, may or may not be separated by a hyphen. For example: 123456789. There are a total of nine numbers.*

### Select Your Organization Designation

*Certain types of organizations have unique E-Verify requirements so it's important for us to know if your company is a federal contractor with or without the Federal Acquisition Regulation (FAR) E-Verify clause or a federal, state or local government organization. If you select on of those categories, you may be asked additional questions related to that category. If none of those categories applies to your company, you should select 'None of these categories' apply.*

- None of these categories apply (if selected, skip to **Multiple Hiring Sites**)
- Federal Government
- State Government
- Local Government
- Federal Contractor without FAR E-Verify Clause
- Federal Contractor with FAR E-Verify Clause  
(if selected, please answer following questions)

*Which category best describes your organization?*

- |   |  |
|---|--|
| <input type="checkbox"/> None of these categories apply | <input type="checkbox"/> Institution of Higher Education   |
| <input type="checkbox"/> State or Local Government      | <input type="checkbox"/> Federally Recognized Indian Tribe |
| <input type="checkbox"/> Sureties                       |  |

*Which employees will your company verify?*

- Employees assigned to a covered Federal Contract Only.
- All new hires and existing employees assigned to Federal Contract
- Entire workforce (all new hires and all existing employees throughout the entire Company)

**Multiple Hiring Sites**  Yes  No

*If multiple hiring sites will use the E-Verify System, please complete the fields on the next page. For E-Verify purposes, a "Hiring Site" is defined as "a company location where E-Verify is submitted"*

***You may attach your own spreadsheet if you prefer or if you need additional room.***

Street Address	City	State	Zip Code
1700 Carnegie Avenue Suite 100	Santa Ana	CA	92705
801 S. Grand Ave. Suite 750	Los Angeles	CA	90017
1999 Harrison St. Suite 1675	Oakland	CA	94612
375 Beale Street	San Francisco	CA	94105
1907 N US Hwy 301 Building C Suite 120	Tampa	FL	33619
11202 N. McKinley Drive	Tampa	FL	33612
4975 Wilson Rd.	Sanford	FL	32771
801 International Parkway Suite 500	Lake Mary	FL	32746
549 S. Park Ave.	Idaho Falls	ID	83402
319 W. State Street Suite 200	Geneva	IL	60134
100 Illinois St. Suite 200	St. Charles	IL	60174
100 South 4th St. Suite 550	St. Louis	MO	63102
4324 University Ave. Suite B	Grand Forks	ND	58203
14707 California St. Suites 1&2	Omaha	NE	68154
8101 "O" St. Suite 201	Lincoln	NE	68510
225 Wilmington - West Chester Pike Suite 200	Chadds Ford	PA	19317
6 Indian Meadows Dr. Suite 420	Round Rock	TX	78665
1250 S. Capital of Texas Hwy Building 1 Suite 330	West Lake Hills	TX	78746
1700 Bryant Dr. Unit 104	Round Rock	TX	78664
11781 Lee Jackson Memorial Hwy Suite 625	Faifax	VA	22033
4890 Alliance Dr.	Faifax	VA	22030
1019 Hull St., First Floor	Richmond	VA	23224
140 Virginia St. Suite 301	Richmond	VA	23219
144 Business Park Dr. Suite 205	Virginia Beach	VA	23462
811 Commerce Rd.	Staunton	VA	24401
1596 Deborah Lane	Salem	VA	24153
1800 & 1850 Deming Way	Middleton	WI	53562

## USER AGREEMENT

THIS USER AGREEMENT (the "Agreement") is made and entered into by and between the employer listed below ("Employer") and Form I-9 Compliance LLC ("Fi9") as of the date set forth below.

Your Service Provider is an Alliance Partner of Form I-9 Compliance LLC (Fi9) who provides services ("Services") to employers ("Employer") with Fi9's software, including its electronic signature solution, (together with related printed or electronic materials, manuals and other documentation related thereto, the "Software") and through Fi9's website www.formi9.com (together with any other website operated by Fi9, the "Website"). By signing below, the Employer listed below agrees to be legally bound by this User Agreement as a legally binding agreement between Fi9 and such Employer ("Agreement").

1. Authorized Activities. Subject to the terms of this Agreement, and payment of all applicable fees, Fi9 grants Employer the non-exclusive, non-sublicenseable, non-transferable right to permit each Employer User to access, view and use the Software at the Website solely for Employer's internal business purposes. An "Employer User" means the specific employee or agent of Employer for which Employer has requested and obtained a username and password from Fi9. Employer and Employer Users are collectively referred to as "User." Employer and each Employer User shall abide by the terms of this Agreement and shall be responsible for any violations of this Agreement by such Employer User. Each User is responsible for keeping the Company ID and all user names and passwords provided by Fi9 or Alliance Partner confidential and not to provide them to any third party. Employer gives Fi9 permission to access its accounts for support and maintenance purposes. Employer must promptly notify Alliance Partner or Fi9 if any Company ID, username or password of any of its Employer Users is to be revoked or terminated; or is lost, stolen or used without permission or the occurrence of any unauthorized access to any computer or system that may have given a third party access to the Company ID, username or password.

2. Limitations on Use. No User shall permit anyone other than such User to use the Company ID or such User's username and password or transfer, distribute, rent or sublease any such Company ID, username or password. User shall not attempt to learn any third party's Company ID, username or password or to use any means to access the Services, Software or Website other than logging in using the Company ID and username and password issued by Fi9 to Employer and such Employer User, respectively. User may use the Website only as intended by Fi9 as indicated by this Agreement and instructions and other materials on the Website.

2.1 The Software is to be used only on the Website and shall not be downloaded. User shall not modify in any way or reproduce or publicly display, perform, or distribute or otherwise use the Software, Website, or any material downloadable from the Website. User shall maintain and abide by all copyright, trademark and other notices contained in such material. User may not reverse engineer, decompile, or disassemble the Software. User shall not (i) use the Website to promote any unlawful activity or purpose, including without limitation, any activity that could give rise to criminal or civil liability or carry out any unauthorized alteration of any data or information on the Website, or (ii) store on, or send, post or otherwise publish through the Software or Website, any message, material, user name or other communication that: (a) impersonates any person or entity; (b) is unlawful, offensive, false or misleading; (c) constitutes or encourages the conduct of a criminal offense; (d) gives rise to any liability; (e) causes injury of any kind to any person or entity; or (f) contains harmful or malicious components or code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

3. Term; Termination. This Agreement is effective until terminated. Employer may terminate this Agreement at any time, for any reason, after providing Form I-9 Compliance forty-five (45) days advance written notice. Prior to the termination of this Agreement, Employer can print out all I-9 information that is contained within the Form I-9 Compliance electronic system by utilizing the PDF Print feature located on each electronic I-9 record. The Employer may also request Fi9 prepare the export, for a fee of \$1.00 per employee record, which includes a PDF package for each employee and contains the Electronic I-9 Form, Signature Receipts, Electronic Section 3 Updates (if applicable), Supporting Documents (if applicable), E-Verify Result Page (if applicable), any Scanned Historical I-9 Forms (if applicable), and Audit Logs. The minimum export fee is \$3,500.00. Once the export is processed, the I-9 information, will be sent via secure electronic method to the designated Employer Representative. Fi9 may terminate the Services and this Agreement immediately if fees payable are not paid by the appropriate party within 60 days after notice from Fi9 or if Employer or any of its Employer Users violates any of the other terms, conditions or provisions of this Agreement. All provisions of this Agreement relating to disclaimer of warranties, limitation of liability, remedies or damages, and Fi9's proprietary rights shall survive termination. Termination of this Agreement shall not relieve the Employer of its obligation to pay for services received from Fi9 prior to termination of the Agreement.

4. Disclaimers: Limited Warranties: Limitation of Remedies.

4.1 Disclaimer With Respect to Electronic Transactions: No Legal Advice. Fi9 MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY USE OF THE SOFTWARE, WEBSITE OR SERVICES, INCLUDING WITHOUT LIMITATION, IN CONNECTION WITH ELECTRONIC TRANSACTIONS, ELECTRONIC CONTRACTS OR ELECTRONIC SIGNATURES. Use of the Software, Website or Services is at User's sole risk. A variety of State and United States Federal laws prescribe various elements of legally enforceable signatures and may prohibit their use in certain instances. Use of the Software, Website or Services is not a substitute for legal advice; User acknowledges and agrees that User is not relying on Fi9, to provide any legal advice whatsoever, including without limitation, as to electronic signatures, communications or contracts. User shall consult with User's own legal counsel in connection with and bears all risk and responsibility with regard to use of the Software, Website or Services for all purposes, including without limitation, determining whether all elements required under applicable law are met as to effectiveness, validity and enforceability of electronic communications, signatures or contracts.

4.2 Limited Warranty.

(a) Fi9 does not warrant that the Services, Software or Website will meet User requirements or that the operations of the Services, Software or Website will be uninterrupted or error-free. Fi9 warrants that the Software will function substantially in accordance with the documentation and specification for its operation. User's exclusive remedy under this limited warranty is to re-submit, at Fi9's election, the originally requested service, i.e. electronic Form I-9, employment verification check, electronic signature, at no additional charge or receive a refund of fees paid for the item or Service that does not meet this limited warranty.

(b) EXCEPT AS PROVIDED ABOVE, THE SERVICES, SOFTWARE AND WEBSITE ARE PROVIDED "AS-IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTY OF MERCHANTABILITY FITNESS FOR ANY PARTICULAR PURPOSE, SECURITY, ACCURACY OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES, SOFTWARE OR WEBSITE IS BORNE BY USER.

5. Liability.

5.1 Remedies for Employer. In the event of the failure of Fi9 to fulfill any of its obligations hereunder, including without limitation the warranties set out in Section 4, the exclusive remedy of Employer shall be to request that such obligation be fulfilled and, if that does not occur, to terminate this Agreement and to bring an action for actual damages, subject to the following limitations:

(a) NO LIABILITY FOR CONSEQUENTIAL DAMAGES, LOST PROFITS, ETC. TO THE FULLEST EXTENT PERMITTED BY LAW, WITH RESPECT TO ANY BREACH OF THIS AGREEMENT OR OTHER CLAIM RELATED TO THIS AGREEMENT, FI9 SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR LOST SAVINGS, ANY PUNITIVE, TREBLE OR SIMILAR DAMAGES, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE OR WILLFUL MISCONDUCT, OR FOR ANY CLAIM BY ANY THIRD PARTY, INCLUDING CLAIMS BY EMPLOYER FOR INDEMNITY, CONTRIBUTION OR THE LIKE. EMPLOYER EXPRESSLY ACKNOWLEDGES THAT IT MAY INCUR DAMAGES OF THE TYPE SET FORTH IN THIS SUBSECTION AND EVEN IF FI9 HAS BEEN OR IS EVER ADVISED IN THE FUTURE OF THE POSSIBILITY OF THE TYPES OF DAMAGES SET FORTH IN THIS SUBSECTION, FI9 SHALL NOT BE LIABLE FOR SUCH DAMAGES.

(b) LIMITATION ON AMOUNT. IN ADDITION TO THE LIMITATIONS SET FORTH IN SUBSECTION (a) ABOVE, TO THE FULLEST EXTENT PERMITTED BY LAW, FI9 SHALL NOT HAVE ANY LIABILITY FOR DAMAGES FOR ANY CLAIMS RELATING TO THIS AGREEMENT IN EXCESS OF AN AMOUNT EQUAL TO THE FEES ACTUALLY PAID BY EMPLOYER TO FI9 DURING THE THREE MONTHS PRECEDING ANY CLAIM IN WHICH FI9 IS FOUND TO BE CULPABLE.

5.2 Remedies for Fi9. In the event of the failure of Employer to fulfill any of its obligations hereunder, the exclusive remedy of Fi9 shall be to request that such obligation be fulfilled and, if that does not occur, to terminate this Agreement and to bring an action for actual damages, subject to the following limitations:

(a) LIMITATION ON AMOUNT. TO THE FULLEST EXTENT PERMITTED BY LAW, EMPLOYER SHALL NOT HAVE ANY LIABILITY FOR DAMAGES FOR ANY CLAIMS RELATING TO THIS AGREEMENT EXCEPT FOR TOTAL MONIES PAST DUE OR FOR CONTRACT PROCEEDS WHICH WOULD, IN THE ABSENCE OF A BREACH BY EMPLOYER, BECOME DUE UNDER THIS AGREEMENT.

(b) LIABILITY FOR CONSEQUENTIAL DAMAGES, LOST PROFITS, ETC. EXCEPT AS SET FORTH IN SUBSECTION (a) ABOVE, TO THE FULLEST EXTENT PERMITTED BY LAW, WITH RESPECT TO ANY BREACH OF THIS AGREEMENT OR OTHER CLAIM RELATED TO THIS AGREEMENT, EMPLOYER SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR LOST SAVINGS, ANY PUNITIVE, TREBLE OR SIMILAR DAMAGES, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE OR WILLFUL MISCONDUCT, OR FOR ANY CLAIM BY ANY THIRD PARTY, INCLUDING CLAIMS BY FI9 FOR INDEMNITY, CONTRIBUTION OR THE LIKE. FI9 EXPRESSLY ACKNOWLEDGES THAT IT MAY INCUR DAMAGES OF THE TYPE SET FORTH IN THIS SUBSECTION AND EVEN IF EMPLOYER HAS BEEN OR IS EVER ADVISED IN THE FUTURE OF THE POSSIBILITY OF THE TYPES OF DAMAGES SET FORTH IN THIS SUBSECTION, EMPLOYER SHALL NOT BE LIABLE FOR SUCH DAMAGES.

5.3 Exclusions. None of the limitations set forth in Section 5.1 through 5.3 above shall apply to claims by either party concerning enforcement of its rights regarding patents, copyrights, trade secrets, trademarks, proprietary rights or trade names.

6. Ownership. All rights and title, including without limitation, copyrights in and to the Software (including but not limited to any object or source code, images, buttons, screen, photographs, animations, video, audio, music, text and "applets," incorporated into the Software or used in providing the Services), the Website, and any copies of the Software, Website, or materials created through their use are owned by Fi9 or its suppliers. If Employer is the United States Government or any agency thereof, the Software and other items of the Software are each a "commercial item," and "computer software" as those terms are defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all United States government customers acquire only those rights in the Software that are specified in this Agreement.

7. Indemnification. Each User agrees to indemnify and hold Fi9 and its parent companies, subsidiaries, affiliates, officers, directors and employees, harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of (i) Such User's (and in the case of an Employer, any of its Employer Users) negligence or use of the Services, Software or Website or violation of this Agreement, (ii) any use of the Services, Software or Website by any party (other than the authorized Employer User) while using the Company ID of the Employer and any username or password issued by Fi9 to such User (and in the case of an Employer, any of its Employer Users (provided, such User shall not be required to indemnify if the User has promptly notified Fi9 that the Company ID, username or password has been improperly obtained by another party and the User has not been

negligent); or (iii) any incorrect, inaccurate or incomplete information provided to Fi9 by such User (and in the case of an Employer, any of its Employer Users).

8. Force Majeure. Fi9 shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including without limitation acts of God, fire, explosion, vandalism, storm or other similar catastrophes; any aspect of operation of the Internet; any law, order, regulation, direction, action or request of any department, agency, commission, court, bureau, corporation or other instrumentality of governments, or of any civil or military authority; national emergencies; insurrections; civil unrest; riots; wars; or strikes, lock-outs, work stoppages or other labor difficulties.

9. Arbitration. Except as otherwise provided in this Agreement, any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be resolved by arbitration in Orange County, California. This Agreement was negotiated, entered into and performed in Orange County, California. The parties hereto hereby consent to jurisdiction and venue in Orange County, California. The arbitration shall be administered by Judicial Arbitration and Mediation Services ("JAMS") in its Orange County office, before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Rules and Procedures. The arbitrator shall be a retired judge in the federal, state or appellate courts of the State of California affiliated with JAMS. Each of the parties to this Agreement reserves the right to file with a court of competent jurisdiction an application for temporary or preliminary injunctive relief, writ of attachment, writ of possession, temporary protective order and/or the appointment of a receiver on the grounds that the arbitration award to which the applicable may be entitled may be rendered ineffectual in the absence of such relief. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The award of the arbitrator shall be final and binding. All discovery disputes shall be resolved by the arbitrator. Any arbitration hereunder may be consolidated by JAMS with the arbitration of any other dispute arising out of or relating to the same subject matter when the arbitrator determines that there is a common issue of law or fact creating the possibility of conflicting rulings by more than one arbitrator. Any disputes over which arbitrator shall hear any consolidated matter shall be resolved by JAMS. The arbitrator shall not have any power to alter, amend, modify or change any of the terms of this Agreement, nor to grant any remedy which is either prohibited by the terms of this Agreement, or not available in a court of law. The expenses of the arbitration, including any JAMS administration fees and any arbitrator's fees, and costs of the use of facilities during the arbitration hearings, shall be borne equally by the parties.

10. Governing Law; Venue. The display or use of the Services, Software or Website alone does not subject Fi9 to any specific jurisdiction. All questions in respect of the enforceability of the agreement of the parties to arbitrate pursuant to subsection F. above which may be resolved by state law shall be resolved according to the law of the State of California. Any action brought to enforce the provisions of subsection F. above shall be brought in the Orange County Superior Court. All other questions in respect of this Agreement, including, but not limited to, the interpretation, enforcement of this Agreement (other than the right to arbitrate), and the rights, duties and liabilities of the parties to this Agreement shall be governed by the laws of the State of California, without giving effect to its law regarding the conflict of laws.

11. Miscellaneous. If for any reason the court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced in such jurisdiction to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. Failure of a party to enforce performance of the terms, conditions or other provisions of this Agreement shall not be construed as a waiver of any right granted under this Agreement to such party nor to affect the validity of this Agreement or such party's right thereafter to enforce each and every provision of this Agreement. Any waiver amendment or amendment of any provisions of this Agreement shall be effective only if in writing and signed by authorized representatives of the Employer and Fi9. User may not assign this Agreement or any rights or obligations hereunder without the prior written approval of Fi9. Any assignment in violation hereof shall be void and without effect. Fi9 may assign this Agreement without User's approval.

By signing below, Employer hereby accepts all provisions within this User Agreement and acknowledges that Employer's account will not be activated until (1) this signed User Agreement is returned to Form I-9 Compliance, LLC and, (2) if Employer is electing to enroll in the E-Verify Program, a Memorandum of Understanding (MOU) between the Employer, the Department of Homeland Security, the Social Security Administration, Form I-9 Compliance, LLC (the Employer Agent) has been signed. A signed copy of this Agreement and/or the MOU delivered to Form I-9 Compliance, LLC in person, by e-mail to: [support@formi9.com](mailto:support@formi9.com) or by facsimile to: (949) 720-4933, shall be as legally binding as if it were an originally signed form.

Organization

Iteris, Inc.

Signature

Printed Name

Bianca Mancia

**FORM 8 – AFFIDAVIT OF COMPLIANCE**

**AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

State of Kansas

County of Sedgwick

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of Iteris, Inc. (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

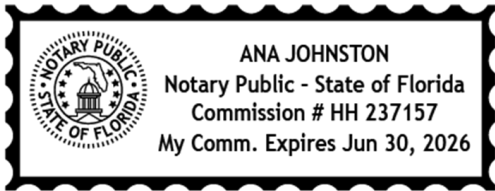
Date: 11/24/2025

Signed by: Mike Searle  
 Signed: 629CA834D6444BA...

Entity: Iteris Inc. Name: Mike Searle  
 Title: VP of Sales

In Process

State of Florida, County of Broward,  
 Sworn to (or affirmed) and subscribed before me this 24 day of November, ~~2024~~ <sup>2025</sup>, by Michael Kirk Searle.



Notary Signature

Ana Johnston

Online FL Notary Public  
 PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known \_\_\_\_\_

OR Produced Identification x \_\_\_\_\_

Type of Identification Produced KA Driver's License

Michael Kirk Searle as Vice-President of sales for Iteris INC., appeared before me by means of online notarization and produced a KA Driver's License as identification. Electronically signed and notarized online using the DocuSign/OneNotary platform.

**Certificate Of Completion**

Envelope Id: 95426014-4D58-4D72-B716-1D99C588A85B  
 Subject: Complete with Docusign: Human Trafficking Affidavit for Notarization.pdf  
 Source Envelope:  
 Document Pages: 1  
 Certificate Pages: 7  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed  
  
 Envelope Originator:  
 Aryani Guzman  
 1700 Carnegie Ave Ste 100  
 Santa Ana, CA 92705  
 AGuzman@iteris.com  
 IP Address: 208.127.237.83

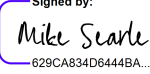
**Record Tracking**

Status: Original  
 11/24/2025 10:15:05 AM  
 Holder: Aryani Guzman  
 AGuzman@iteris.com  
 Location: DocuSign

**Signer Events**

Mike Searle  
 msearle@iteris.com  
 VP of Sales  
 Iteris Inc.  
 Security Level: Notarized Signing (Notary: Ana Johnston)

**Signature**

Signed by:  
  
 629CA834D6444BA...  
  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 24.255.188.50

**Timestamp**

Sent: 11/24/2025 10:28:59 AM  
 Viewed: 11/24/2025 10:41:00 AM  
 Signed: 11/24/2025 10:49:46 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 11/24/2025 10:41:00 AM  
 ID: 2aecb4f7-34e2-4f1a-9f55-ad8d86b9bded

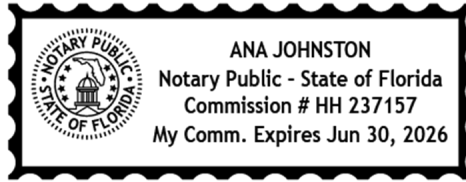
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

**Notary Events**

**Signature**

**Timestamp**

Ana Johnston  
anasells@me.com  
Online FL Notary Public  
Notary for Mike Searle (msearle@iteris.com)  
Security Level: Email, Account Authentication  
(Required), Digital Certificate



Sent: 11/24/2025 10:40:46 AM  
Viewed: 11/24/2025 10:46:52 AM  
Signed: 11/24/2025 10:52:03 AM

**Signature Provider Details:**

Signature Type: DS Authority IDV (Client ID:  
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Issuer: DocuSign Cloud Signing CA-Identity  
Subject: CN=Ana Johnston

Using IP Address: 99.29.226.174

Certificate policy:

[1]Certificate Policy:

Policy Identifier=1.3.6.1.4.1.42482.2.1.1.8

[1,1]Policy Qualifier Info:

Policy Qualifier Id=CPS

Qualifier:

<https://www.docusign.com/trust/compliance/public-certificates>

**Electronic Record and Signature Disclosure:**

Accepted: 11/24/2025 10:46:52 AM  
ID: 1210af70-9ea6-44bb-b4b1-2e4b849588ea

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/24/2025 10:29:03 AM
Envelope Updated	Security Checked	11/24/2025 10:46:43 AM
Envelope Updated	Security Checked	11/24/2025 10:46:43 AM
Envelope Updated	Security Checked	11/24/2025 10:49:01 AM
Envelope Updated	Security Checked	11/24/2025 10:49:02 AM
Envelope Updated	Security Checked	11/24/2025 10:50:55 AM
Certified Delivered	Security Checked	11/24/2025 10:41:00 AM
Signing Complete	Security Checked	11/24/2025 10:49:46 AM
Completed	Security Checked	11/24/2025 10:52:04 AM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

**RESOLUTION 2026- 58**  
**ITERIS PIGGYBACK**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE TEXAS BUYBOARD NATIONAL COOPERATIVE CONTRACT (795-26) WITH ITERIS, INC., FOR TRAFFIC SIGNAL SYSTEMS AND SAFETY BARRIER PRODUCTS ON AN AS-NEEDED; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Iteris, Inc., has expressed a desire to provide traffic signal systems and safety barrier products to the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to approve piggybacking the Texas BuyBoard National Cooperative Contract (#795-26) with Iteris, Inc., for the above-mentioned purchases on an as-needed basis.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:**

**SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.** The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

**SECTION 2. APPROVAL OF PIGGYBACK.** The City Council of the City of Palm Coast hereby approves piggybacking the contract between Texas BuyBoard National Cooperative Contract (#795-26) and Iteris, Inc., for traffic signal systems and safety barrier products as attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 3. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the necessary documents.

**SECTION 4. FUTURE AMENDMENTS.** The City Manager, or designee is hereby authorized to approve any future amendment to the Piggyback Agreement for changes totaling less than \$50,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute

amendments to the Piggyback Agreement on behalf of the City for any other changes that may be necessary.

**SECTION 5. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

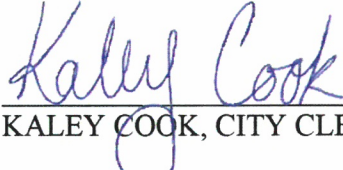
**SECTION 6. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 7. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any action necessary to implement the action taken in this Resolution.

**SECTION 8. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption by the City Council.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 21<sup>st</sup> day of April 2026.

ATTEST:

  
KALEY COOK, CITY CLERK

CITY OF PALM COAST

  
MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

  
MARCUS DUFFY, CITY ATTORNEY



Attachment: Exhibit "A" Piggyback Contract with Iteris, Inc.