



SUBMITTED BY:
BLACKMON MOORING & BMS CAT
5718 AIRPORT FREEWAY
HALTOM CITY, TEXAS 76117
877.730.1948

DUE DATE: JANUARY 17, 2019 AT 4:00 PM

EXECUTIVE SUMMARY



Blackmon Mooring & BMS CAT specialize in the restoration and reconstruction of properties and contents throughout the world to allow customers to return quickly to daily operations. We provide all of the restoration, mitigation, remediation, reconstruction and document recovery services that are needed for any size loss. With over 60 years of experience, we are accustomed to working with all types of institutions at all levels of security.

PRODUCTS AND SERVICES

MITIGATION - Immediate response to the loss scene to stop further deterioration of the building and contents. Available 24/7 through our toll-free number

DOCUMENT, BOOKS, & VITAL RECORDS RECOVERY BMS CAT has the largest freeze-dry chamber capacity in the world.

RESTORATION SERVICES - Fire, smoke and water recovery for all types of retail, commercial, industrial, and educational facilities

RECONSTRUCTION - Providing construction services to ensure a seamless restoration experience.

MOISTURE CONTROL SERVICES - Desiccant dehumidification means quick recovery at minimized costs through regionally located response centers

MICROBIAL REMEDIATION - Remediation projects are handled based on set protocol with precision and state-of-the-art technology

HVAC DECONTAMINATION & CLEANING - Clean-up of HVAC as part of the loss

DEBRIS REMOVAL & DEMOLITION - Controlled demolition and containment of damaged areas in conjunction with other restoration activities on building and contents

ELECTRONIC RESTORATION & TELECOMMUNICATIONS RECOVERY - Innovative ways to restore hardware, control panels, and telephone systems damaged

INDUSTRIAL EQUIPMENT RESTORATION - Our cleaning protocols prepare the equipment for recertification prior to commencement of production operations

MEDIA RECOVERY - Microfilm, microfiche, X-ray, and magnetic media recovery after a loss

PROJECT MANAGEMENT - Coordination of all aspects of clean-up and recovery of a loss site



ABOUT US

Blackmon Mooring & BMS CAT specializes in the restoration of commercial properties on a global basis. From hurricanes, fires and earthquakes to floods and mechanical breakdowns, we stabilize the loss site, determine the scope of damage and restore the property to pre-loss condition. Our focus on products and services, flexibility, urgency, experience, training and staffing make Blackmon Mooring & BMS CAT a prime partner to meet your disaster recovery needs.

RECOVERY PROCESS

Through pre-defined instructions and parameters, our technicians can be on the job immediately to mitigate damage. The joint development of a scope allows us and the facility representative to agree on the work that is needed to restore the property.

When a loss occurs, one of our own project managers is sent to the site to evaluate the damage, determine immediate needs, assist with mitigation and submit a scope of work and price to the customer. Once the scope is accepted, operation crews, equipment and chemicals are dispatched.

A project manager and project superintendent oversee the restoration project. Depending on the skills needed for the project, specially trained supervisory staff are on hand. These supervisors manage a labor force trained for the type of work.

Blackmon Mooring & BMS CAT offer full-service disaster restoration. Advantages of choosing a restoration that can handle all your recovery needs include:

- Expertise in various types of losses
- Extensive industry experience
- Convenient, single point of contact through Contract Administrator
- Consistency in operations and billing through company-owned locations
- Turn-key service from mitigation to reconstruction.

WHY CHOOSE US?

For over 65 years, Blackmon Mooring & BMS CAT have been the experts in cleaning, recovery and restoration. From document recovery to large area-wide disasters, we are trusted with some of the biggest jobs in the world, yours.

- In-house 24-Hour Call Center and 24/7 Response
- Local, Regional, National and Global Capabilities
- Priority Status available for Community-wide Disasters
- One Company Handling Full Service Mitigation, Restoration, Construction and Document Recovery to Simplify the Billing Process.





NOTICE OF PROPOSAL INVITATION AND INSTRUCTIONS TO PROPOSERS

The Local Government Purchasing Cooperative (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, assisted in the formation of the Cooperative, and TASB along with 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 all endorse the Cooperative.

The Cooperative's contracts for commodities and services will be available to the members of TASB, TML, and TAC, and other local governmental entities that are members of the Cooperative eligible to purchase through a government purchasing cooperative or interlocal contract. TASB, the Cooperative's administrator, provides the electronic commerce technology to the Cooperative to enable members' purchasing to be accomplished electronically.

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 no later than the 10th business day before the Proposal Due Date. The Cooperative will respond only to written questions.

The Local Government Purchasing Cooperative Attn: Director of Cooperative Procurement 12007 Research Blvd.

Austin, TX 78759

<u>Phone</u>: 512-467-0222

<u>Fax</u>: 800-211-5454

<u>E-Mail</u>: bids@buyboard.com

Sealed proposals are being solicited for the products, supplies, services and/or equipment as set forth in this Proposal Invitation and are solicited 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 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 as further explained in the Proposal Invitation.

PROPOSAL SUBMISSION INSTRUCTIONS

Completed sealed proposals for Proposal No. 591-19 for General Disaster Recovery and Restoration Services must be received on or before 4:00 PM January 17, 2019, either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission as set out below. Late proposals will not be accepted.

Electronic Proposal Submission:

The Cooperative is now accepting electronic proposal submission and is requesting that Vendors submit proposals electronically via the following website:

buyboard.com/vendor

There is no cost to the Vendor to register or use the electronic proposal submission option.



Before you submit

- In order to submit proposals electronically, you must have a working registered vendor username and password to login. If you do not have a registered vendor user name and password, you may obtain one by registering at 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 its 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 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.
- To upload a Proposal, select the "Response Attachments" tab to upload a signed, complete copy of your Proposal in searchable PDF format, including all required proposal documents (forms, completed specifications, and any other documents required by the Proposal Invitation) and electronic catalogs/pricelists.
- 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 accepted until all errors are corrected.
 - Once all errors are corrected, proceed to the "Response Submission" tab to submit the response.
- Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Proposal Instructions or it will not be considered.

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, rather than utilizing electronic submission, may do so in accordance with the following instructions:

- 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 specifications, and any other documents required by the Proposal Invitation). The Proposal must be submitted in <u>electronic</u>, <u>searchable PDF format on a USB flash drive</u>, <u>CD or DVD</u>. Paper copies will NOT be accepted.
- Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Proposal Instructions or it will not be considered.
- The 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 submission deadline:

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 its 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 its administrator shall be responsible for proposals delivered in a corrupt or unreadable electronic format.

Faxed and/or emailed Proposals will <u>NOT</u> be accepted.

REQUIREMENTS FOR VENDOR CATALOGS/PRICELISTS

Electronic catalogs/pricelists must be submitted in the required format with the Proposal (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:

Vendors are required to submit catalog(s)/pricelist(s) in **searchable PDF electronic format ONLY**. No other format will be accepted. Further, 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:

BuyBoard Specification			
Category	Part/Item Number	Item Description	List Price
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, 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.

INSTRUCTIONS FOR VENDORS PROPOSING MULTIPLE MANUFACTURER PRODUCT LINES:

Vendors proposing various manufacturer product lines per line item on the **Proposal Specification form** must submit the information as follows *or Vendor's proposal may not be considered*:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed

If a vendor's response to the **Proposal Specification form** states "please see attachment," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to the **Proposal Specifications form** or Vendor's proposal may not be considered.

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.



PROPOSAL INVITATION No. 591-19 <u>Table of Contents</u>

PROPOSAL NOTICE	<u>Page</u>
Notice of Proposal Invitation and Instructions to Proposers	1
GENERAL INFORMATION	
General Information	5
REQUIRED PROPOSAL FORMS	
Proposer's Agreement and Signature	8
Vendor Contact Information	10
Felony Conviction Disclosure and Debarment Certification	12
Resident/Nonresident and Vendor Employment Certification	13
No Israel Boycott Certification	14
No Excluded Nation or Foreign Terrorist Organization Certification	14
Historically Underutilized Business Certification	15
Construction-Related Goods and Services Affirmation	16
Deviation and Compliance	17
Location/Authorized Seller Listings	18
Manufacturer Dealer Designation	19
Texas Regional Service Designation	20
State Service Designation	22
National Purchasing Cooperative Vendor Award Agreement	24
Federal/State Purchasing Cooperative Experience	26
Governmental References	28
Marketing Strategy	29
Confidential/Proprietary Information	30
Vendor Business Name	32
EDGAR Vendor Certification	33
Proposal Invitation Questionnaire	37
Required Forms Checklist	39
Proposal Specification Form	40
GENERAL TERMS AND CONDITIONS	
General Terms and Conditions	42



GENERAL INFORMATION

Proposal Invitation No. 591-19 - General Disaster Recovery and Restoration Services

*Please make sure that you have either downloaded and/or printed all sections of this Proposal Invitation.

- 1. Notice of Proposal Invitation and Instructions to Proposers
- 2. General Information
- 3. Proposal Invitation Forms and Specifications
- 4. General Terms and Conditions

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 establish a contract for the various types of General Disaster Recovery and Restoration Services that may be purchased 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 services. Purchases can be made by a Cooperative member at any time during the contract term.

TERM OF CONTRACT

The term of this contract will be from October 1, 2019 through September 30, 2020, with two (2) possible one (1) year renewals.

An awarded Vendor has no right to or vested interest in contract renewal. The Cooperative will evaluate the contract award prior to the expiration of the then-current term on the basis of factors that may include the annual amount of business, performance and continued provision of best value to Cooperative members.

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. A renewal must be mutually agreed upon by both parties.

VALUE OF CONTRACT

<u>The estimated value of this contract is \$7,468,932</u>; 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 minimum or maximum since usage is dependent upon Cooperative members' actual needs and available funding.

An awarded Vendor must supply products and services at or below the awarded pricing for the duration of the contract and honor all Purchase Orders prepared by each individual Cooperative member.

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. Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated from Vendor's contract(s) that Vendor receives directly from Cooperative members, or such other documentation regarding those purchase orders as the Cooperative's administrator may require in its reasonable discretion. Vendor further agrees that the Cooperative shall have the right, upon reasonable written notice, to review its records pertaining to purchases under any awarded contract to verify purchase history and the accuracy of service fees payable by Vendor.

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.

ADDITIONAL INFORMATION

By signing this Proposal, Proposer certifies that the proposing entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals, registrations or licenses, necessary for lawful performance of its obligations under this contract. In addition, Proposer agrees to comply with all local ordinances and codes to the extent such are applicable to the services to be performed. Proposer further certifies that Proposer has all authorizations required by, and will comply with any and all rules and regulations established by any federal, state or local authority having jurisdiction over the services to be performed including, but not limited to, any applicable laws, rules and regulations relating to general disaster recovery and restoration services or components thereof, and persons performing duties relating to such services or components. 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 claims, actions, suits, demands, regulatory action, proceeding, costs, damages and liabilities, including court costs and attorney's fees, arising out of or resulting from the failure of Vendor or its agents, employees, suppliers or contractors or subcontractors to comply with any applicable laws, rules, or regulations.

AWARD AND EVALUATION

This contract will be awarded based on the evaluation and award criteria set out in Section C.2 of the General Terms and Conditions to provide best value to Cooperative members.

This Proposal Invitation requires Proposers to provide certain information that the Cooperative does not evaluate and is not included in the award criteria set out in Section C.2. The Cooperative requests the information, however, because it may be relevant to federal, state or local procurement law or other legal requirements that apply to various Cooperative members. The information, which will be made available to Cooperative members with respect to awarded Vendors, includes the following:

- a) Proposer's status as a minority/woman-owned business enterprise, historically underutilized business, or service-disabled veteran;
- b) Whether Proposer or its ultimate parent or majority owner has its principal place of business in Texas or employs at least 500 persons in Texas; and
- c) Whether Proposer is a Texas resident or a non-resident business.

TYPE OF CONTRACT

This is a "sealed proposal" based on discount off catalog or price list for services. 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. Catalogs/pricelists, where required by the Proposal specifications, must be submitted with the Proposal or your proposal will be deemed nonresponsive.



COMPLIANCE WITH APPLICABLE LAWS

By signing this 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 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 regards to awarded products and/or services.

Individual Cooperative members may in certain circumstances request background checks on an awarded Vendor's employees who will have direct contact with students, or for other reasons, and may require Vendor to pay the cost of obtaining criminal history information.

BUYBOARD ADVISORY REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members, which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The advisory is available at https://www.buyboard.com/Vendor/Resources.aspx. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must sign and submit the Construction Related-Goods and Services Affirmation form in the Proposal Invitation forms regardless of type of goods or services associated with 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.

DELIVERY RESPONSE

Unless otherwise noted in the Proposal (as a deviation) or the Purchase Order, routine delivery response to a Cooperative member shall be within ten (10) business days after receipt of a Purchase Order, and delivery shall be made during the ordering Cooperative member's normal business hours. Any Cooperative member may request emergency delivery. Awarded Vendors shall use their best efforts to comply with rush or emergency requests. However, if the Vendor cannot fulfill the emergency delivery requirements, the Cooperative member may procure the products or services from alternative sources without penalty.

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 proposals must complete the EDGAR Vendor Certification Form contained in the Proposal Invitation 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 AGREEMENT AND SIGNATURE

Restoration Services	January 17, 2019 at 4:00 PM
Proposal Number: 591-19	Location of Proposal Opening: Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Time Period: October 1, 2019 through September 30, 2020 with two (2) possible one-yrenewals.	
Name of Proposing Company	Date
Street Address	Signature of Authorized Company Official
City, State, Zip	Printed Name of Authorized Company Official
Felephone Number of Authorized Company Official	Position or Title of Authorized Company Official

Federal ID Number

Fax Number of Authorized Company Official



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

- 1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, 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 prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
- 3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;
- 4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal 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 similar customers;
 - 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 another governmental entity or nonprofit entity, in which event you will offer the awarded goods 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;
- 5. 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 a Texas Public Information Act request or similar public information law;
- 6. The individual signing this Agreement 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) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
- 7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
- 8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



VENDOR CONTACT INFORMATION

Company:	
Vendor Contac	ct Name and Mailing Address for Notices:
Company Web	osite:
Internet acces	ders: All purchase orders from Cooperative members will be available through the Internet. Vendors nee and at least one e-mail address so that notification of new orders can be sent to the Internet contact whe se order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.
Please select	t options below for receipt of purchase orders and provide the requested information:
	I will use the internet to receive purchase orders at the following address:
	E-mail Address:
	Internet Contact: Phone:
	Alternate E-mail Address:
	Alternate Internet Contact: Phone:
	Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer nation form as provided to the Cooperative administrator. I understand that my company shall remain nsible for the Contract and the performance of all Designated Dealers under and in accordance with the act.
Request for (for the receipt	Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses of RFQs:
E	E-mail Address:
A	Alternate E-mail Address:

<u>Invoices</u>: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved. Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:



Mailing address:	·	Department:	
City:	State:	Zip Code:	
Contact Name:		Phone:	
Fax:E	-mail Address:		
Alternative E-mail Address	:		<u>.</u>
_		Department:	
City			
		Phone:	
Contact Name:		Phone:	
Contact Name: E	-mail Address:		
Fax: E Alternative E-mail Address In lieu of my company, I rereceiving the purchase order(s	-mail Address: :equest and authorize service fee in	nvoices to be provided to the Designated Dealers relate at the address and contact information	er(s)

Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.



FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

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 required My company is not owned or operated by anyone who has been My company is owned/operated by the following individual(s) where the company is owned/operated by the following individual(s) where the company is owned/operated by the following individual(s) where the company is owned/operated by the following individual(s) where the company is owned/operated by the following individual(s) where the company is owned/operated by the following individual(s) where the company is owned/operated by the following individual(s) where the company is owned/operated by the following individual(s) where the company is owned/operated by the following individual(s) where the company is owned/operated by the following individual(s) where the company is owned/operated by the following individual(s) where the company is owned/operated by the following individual(s) where the company is owned/operated by the following individual(s) where the company is owned/operated by the following individual(s) where the company is owned/operated by the following individual(s) where the company is owned/operated by the company is owned/operated by the following individual(s) where the company is owned/operated by the company is owned/op	n convicted of a felony.
Name of Felon(s):	
Details of Conviction(s):	
By signature below, I certify that the above information is true, company to make this certification.	complete and accurate and that I am authorized by my
Company Nar	ne
Signature of Authorized Company Official Pr	inted Name
DEBARMENT CERTI Neither my company nor an owner or principal of my company has for participation in Federal Assistance programs under Executive O in the Federal Register and Rules and Regulations. Neither my currently listed on the government-wide exclusions in SAM, deba declared ineligible under any statutory or regulatory authority. My and all Cooperative members with pending purchases or seeking owner or principal is later listed on the government-wide exclus excluded by agencies or declared ineligible under any statutory or r By signature below, I certify that the above is true, complete and make this certification.	s been debarred, suspended or otherwise made ineligible order 12549, "Debarment and Suspension," as described company nor an owner or principal of my company is rred, suspended, or otherwise excluded by agencies or company agrees to immediately notify the Cooperative to purchase from my company if my company or an sions in SAM, or is debarred, suspended, or otherwise regulatory authority.
Company Nar	me
Signature of Authorized Company Official Pr	inted Name



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.

Pleas	se check $()$ one of the following:		
	☐ I certify that my company is a Resident Propos	er.	
	☐ I certify that my company is a Nonresident Pro	ooser.	
	ur company is a Nonresident Proposer, you must provide h your company's principal place of business is located):	the following inf	formation for your resident state (the state in
Comp	pany Name	Address	
City		State	Zip Code
A.	Does your resident state require a proposer whose proposer whose resident state is the same as yours by a prescrel Yes No		
В.	What is the prescribed amount or percentage? \$	c	or%
	VENDOR EMPLOYME	NT CERTIE	ICATION
deter	on 44.031(b) of the Texas Education Code established rmining to whom to award a contract. Among the criter parent or majority owner (i) has its principal place	s certain criteria ia for certain cor	that a school district must consider when atracts is whether the vendor or the vendor's
	either your company nor the ultimate parent company or your company, ultimate parent company, or majority ow		
Pleas	se check $()$ one of the following:		
	Yes No		
Emp	signature below, I certify that the information in Sectional Value of the section	•	
	Compan	y Name	
	Signature of Authorized Company Official	Printe	ed Name



No Israel Boycott Certification

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (Tex. Gov'T CODE Ch. 2270)

"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).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel 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. Company Name Printed Name Signature of Authorized Company Official NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION Effective September 1, 2017, 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 below, 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. Company Name Printed Name Signature of Authorized Company Official



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 electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Pleas	e check	() all that apply:
	I cert	ify 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)
	Certi	fication Number:
	Nam	e of Certifying Agency:
	Му со	ompany has NOT been certified as a HUB.
		gnature below, I certify that the above is true, complete and accurate and that I am authorized by m_1 any to make this certification.
	Comp	pany Name
	Printe	ed Name
	Signa	ture of Authorized Company Official



CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract 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.

The Advisory, available at 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.

By signature below, the undersigned 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 BuyBoard 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 executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

	Company Name		-	
Signature of Authorized Company Official		Printed Name		



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. 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 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; DeviationsYes; Deviations
List and fully explain any deviations you are submitting:
·
PLEASE PROVIDE THE FOLLOWING INFORMATION:
1. Shipping Via: Common Carrier Company Truck Prepaid and Add to Invoice Other:
2. Payment Terms: Net 30 days 1% in 10/Net 30 days Other:
3. Number of Days for Delivery:ARO
4. Vendor Reference/Quote Number:
5. State your return policy:
6. Are electronic payments acceptable? X Yes No
7. Are credit card payments acceptable? X Yes No
Company Name
Signature of Authorized Company Official Printed Name



LOCATION/AUTHORIZED SELLER LISTINGS

Company Name			
Address			
City	State	Zip	
Phone Number	Fi	ax Number	
Contact Person			
Company Name			
Address			
City	State	Zip	
Phone Number	F	ax Number	
Contact Person			



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.

PMS CAT Boston

Contact Person

DIVIS CAT DUSTOIT				
Company Name				
265 Foster Street				
Address				
Littleton	MA		01460	
City	State		Zip	
877.730.1948		817.334.3531		
Phone Number		Fax Number		
Michael Lemire				
Contact Person				
BMS CAT Chicago				
Company Name				
150 South Church Street, U	nit E			
Address				
Addison	IL		60101	
City	State		Zip	
877.730.1948		817.334.3635		
Phone Number		Fax Number		
Shawn Futch				



LOCATION/AUTHORIZED SELLER LISTINGS

BMS CAT Cleveland				
Company Name				
4467 Industrial Parkwa	ay			
Address				
Cleveland	ОН		44135	
City	State		Zip	
877.730.1948		817.334.3531		
Phone Number		Fax Number		
Jeff Nemet				
Contact Person				
Blackmon Mooring DF	·W			
315 N. Great Southwe	est Pkwy			
Address	<u>-</u>			
Arlington	TX		76011	
City	State		Zip	
877.730.1948		817.334.3637		
Phone Number		Fax Number		
Robert Lain				
Contact Person				



LOCATION/AUTHORIZED SELLER LISTINGS

Blackmon Mooring Houston				
Company Name				
10511 Kipp Way, #400				
Address				
Houston	TX		77099	
City	State		Zip	
877.730.1948		817.334.3612		
Phone Number		Fax Number		
Joey Headley				
Contact Person				
BMS CAT Los Angeles				
Company Name				
1321 North Blue Gum Street				
Address				
Anaheim	CA		92806	
City	State		Zip	
877.730.1948		817.334.3532		
Phone Number		Fax Number		
Randy Trahan				
Contact Person				



LOCATION/AUTHORIZED SELLER LISTINGS

BMS CAT Miami				
Company Name				
1724 Park Central Blvd	l. N. Bldg #9	9		
Address				
Pompano Beach	FL		33064	
City	State		Zip	
877.730.1948		817.334.3371		
Phone Number		Fax Number		
Carl Sejba				
Contact Person				
BMS CAT Nashville				
Company Name				
5144 Hickory Hollow Pa	arkway			
Address			07040	
Antioch	TN_		37013	
City	State		Zip	
877.730.1948		817.334.3503		
Phone Number		Fax Number		
Jeremy James				
Contact Person				



LOCATION/AUTHORIZED SELLER LISTINGS

BMS CAT New York				
Company Name				
10 Washington Avenue,	Unit #B,			
Address				
Fairfield	NJ		07004	
City	State		Zip	
877.730.1948		817.334.3531		
Phone Number		Fax Number		
Mike Harkey				
Contact Person				
Blackmon Mooring Oklah Company Name	noma			
1101 Enterprise Ave, #12	2			
Address				
Oklahoma City	OK		73128	
City	State		Zip	
877.730.1948		405.948.1786		
Phone Number		Fax Number		
Ray McPherson				
Contact Person				



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.

BMS CAT Orlando				
Company Name				
7337 Presidents Drive				
Address				
Orlando	FL		32809	
City	State		Zip	
877.730.1948		817.334.3531		
Phone Number		Fax Number		
Garret Neuman				
Contact Person				
Blackmon Mooring San Ant	tonio			
Company Name				
4808 Perrin Creek				
Address				
San Antonio	TX		78217	
City	State		Zip	
877.730.1948		817.334.3531		
Phone Number		Fax Number		
Justin Sparks				

Contact Person



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.

BMS CAT San Francisco				
Company Name				
30964 San Benito Street				
Address				
Hayward	CA		94544	
City	State		Zip	_
877.730.1948		817.334.3632		
Phone Number		Fax Number		_
Greg Marshall				
Contact Person				
Blackmon Mooring Tulsa				
Company Name				
11605 East 27th Street North	ı, Suit	e E		
Address				
Tulsa	OK		74116	
City	State		Zip	_
877.730.1948		918.307.2120		
Phone Number		Fax Number		_
Armando Mendoza				

Contact Person



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.

RMS CAT Washington DC

Company Name				
	J 4407			
7377 Washington Blvd	1., #107			
Address				
Elkridge	MD		21075	
City	State		Zip	
877.730.1948		817.334.3531		
Phone Number		Fax Number		-
Tim Scott				
Contact Person				
Company Name				
Address				
City	State		Zip	
Phone Number		Fax Number		-
Contact Person				



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's 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 and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name		
Designated Dealer Address		
City	State	Zip
Phone Number		Fax Number
Email address		Designated Dealer Tax ID Number* (*attach W-9)
Designated Dealer Contact Person		
Your Company Name		



TEXAS REGIONAL SERVICE DESIGNATION

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. If you do not plan to service all Texas Cooperative members statewide, you must indicate the specific regions you will service on this form. 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 in the space provided at the end of this form. 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 this form.

Regional Education Service Centers ■ I will service Texas Cooperative members statewide. ■ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below: Region Headquarters Edinburg 2 Corpus Christi 3 Victoria Houston 4 5 Beaumont Huntsville 7 Kilaore Mount Pleasant Wichita Falls 10 Richardson 11 Fort Worth 12 Waco 13 Austin 14 Abilene 15 San Angelo 16 Amarillo 17 Lubbock Midland 18 Company Name 19 El Paso 20 San Antonio Signature of Authorized Company Official I will not service members Printed Name of the Texas Cooperative.



If this Texas Regional Service Designation form applies Vendor, list the products and services to which this form	to only one or some of the products and services proposed by mapplies here:



STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)

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 in the space provided at the end of this form. 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.

Please check (√	<u>) all that apply:</u>	
☐ I will service	e all states in the United States.	
☐ I will not se	ervice all states in the United States. I will service o	nly the states checked below
	Alabama Alaska Arizona Arkansas California (Public Contract Code 20118 & 20652) Colorado Connecticut Delaware District of Columbia Florida Georgia Hawaii Idaho Illinois Indiana Iowa Kansas Kentucky Louisiana Maine Maryland Massachusetts Michigan Minnesota Mississippi Missouri	Nebraska Nevada New Hampshire New Jersey New Mexico New York North Carolina North Dakota Ohio Oklahoma Oregon Pennsylvania Rhode Island South Carolina South Dakota Tennessee Texas Utah Vermont Virginia Washington West Virginia Wisconsin Wyoming
	Montana	



This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a

Name
products and services proposed by Vendor,
_



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 unit 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 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 Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

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.

Proposal Invitation Number

Signature of Authorized Company Official

Printed Name of Authorized Company Official

Date



FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide vendors with the technical resource			
market price during the previo	ous 12-month period or tl). In the event	nasing cooperatives at or based on the last fiscal year: \$	(The period of the 12
	etter than the best price	your written discounting policies, e you offer other purchasing coop	
		chasing cooperatives for which Provs should be added to accomm	
PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Adminis	tration		
2. T-PASS (State of Texas)			
3. U.S. Communities Purchasing Alli	ance		
1. National IPA/TCPN			
5. Houston-Galveston Area Council	(HGAC)		
5. National Joint Powers Alliance (N	JPA)		
7. E&I Cooperative			
3. The Interlocal Purchasing System	ı (TIPS)		
9. Other			
MY COMPANY DOES NOT CU CURRENT BUYBOARD VENDOR: If you are a current BuyBoard ven discount for your current BuyBoard	<u>S</u> dor in the same contract I contract and the propos	category as proposed in this Prop	posal Invitation, indicate the
our current and proposed discount			
Current Discount (%):		Proposed Discount (%):	
Explanation:			



By signature below, I certify that the above is true make this certification.	, complete and ac	ccurate and that I am	authorized by m	y company to
	Company Name			
Signature of Authorized Company Official		Printed Name		



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 price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/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					
			overnmental sales practi NO If YES, please		ne above chart to give
By signature below certification.	, I certify that the	above is true a	nd correct and that I a	am authorized by my	company to make this
Company Name					
Signature of Author	ized Company Offi	cial			

Printed Name



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 period.)

Attach additional pages if necessary.

Company Name	<u></u>
Signature of Authorized Company Official	
Printed Name	

MARKETING PLAN

Blackmon Mooring & BMS CAT will assist BuyBoard to market capabilities for restoration services to current and future members:

Collateral Materials

Blackmon Mooring & BMS CAT will provide co-branded collateral materials in digital format. Blackmon Mooring & BMS CAT would be willing to provide collateral materials specific to learning institutions, document recovery, library recovery, healthcare facilities, and property management. The materials would be co-branded with BuyBoard and Blackmon Mooring & BMS CAT logos.

Trade Events and Seminars

Blackmon Mooring & BMS CAT would participate in and offer limited sponsorship of trade shows, marketing events, and training seminars pertaining to recovery competencies and emergency planning. The goal of these events is to create an effective channel of communications to encourage current and potential members to understand the value of BuyBoard and the offerings of Blackmon Mooring & BMS CAT.

Blackmon Mooring & BMS CAT is able to participate in these events in the various Regional Centers based on proximity to our locations.

Roll Out of Services

A joint rollout of Blackmon Mooring & BMS CAT services and processes to key contacts within BuyBoard will be coordinated. The rollout can be conducted in the Regional Centers or via video conferencing capabilities. Blackmon Mooring & BMS CAT would also conduct a video conference to rollout the program internally to all General Managers, Sales Managers, Project Coordinators, and Priority Response Coordinators in order to have a clear understanding of the program and the process internally. Effective interaction and communications with BuyBoard will be key to a successful marketing plan.

Training and Continuing Education

Blackmon Mooring & BMS CAT will assist BuyBoard with training for facility directors, site engineers, operations managers and other individuals that would be dealing with damage issues in a facility. Training can be done via on-site group participation or via video conferencing.

Compressed training and refresher classes for engineering and facilities management staff would include:

- Water damage mitigation and recovery
- Fire and smoke damage and recovery
- Document and library collection recovery
- Critical media/records recovery
- Mold remediation challenges



- Issues surrounding Indoor Air Quality
- Emergency planning, recovery, and business continuity
- Dealing with biological and contagious disease control/disinfection
- Dealing with remediation of hazardous materials

These classes are able to be conducted in a classroom situation in the various Regional Centers, in Blackmon Mooring training facilities around the state of Texas, or done in video conference format.

Member and Potential Member Marketing

Blackmon Mooring will make a commitment to utilize the Priority Response Coordinators in the various markets to make marketing calls to the current membership. Face to face meetings with BuyBoard sales and marketing personnel would be an effective path for members and potential members to understand the advantages of participation in the program. Interaction with various organizations such as the Gulf Coast M&O, RIMS and other organizations that can favorably reflect on BuyBoard and Blackmon Mooring & BMS CAT is a goal of the marketing plan.

Pre-Catastrophe Registration

Blackmon Mooring & BMS CAT will provide the opportunity to BuyBoard member entities to pre-register their facilities prior to a catastrophic event. This includes: Providing primary and secondary contact information for the facility decision maker, pre-identifying and providing a prioritized list of critical points of potential failure that would contribute to business interruption, providing a copy of the facility's blue-prints for Blackmon Mooring & BMS CAT to have on file for quick scoping during an emergency, and signing an Advanced Work Authorization so that we can begin mitigation work as soon as we arrive at the loss site.





CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, 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. Proposer will 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, 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 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 its Administrator will 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 its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.
Confidential / Proprietary Information:
(Attach additional sheets if needed.)
f



_	_			
•	con	vriaht	Inform	nation
Э.	CUU	viiuiii		iauvi

Date

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

Please check $()$ one of the following:
NO, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.
YES, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.
If you responded "YES", 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 its 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 publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation 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.
By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.
Company Name
Signature of Authorized Company Official
Printed Name



VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company:

(List the <u>legal</u> name of the company seeking to contract with the Cooperative. Do <u>NOT</u> 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		If other, identify		
State of Incorporation (if applicab	le):			
Federal Employer Identification (Vendor must include a complet		n with their proposa	 al)	
List the Name(s) by which Vendor Proposing Company listed above, only valia Certificate(s), if applicable, must be attache	id trade names (dba, a			



Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.					
	BLACKMON-MOORING SERVICES, LTD.					
2 Business name/disregarded entity name, if different from above						
page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check following seven boxes.	only one of the	4 Exemptions (cod certain entities, not instructions on page	individuals; se		
e. ns on	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ single-member LLC	Trust/estate	Exempt payee code	(if any)		
향	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership	o) >				
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification of the single-member owner LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-new disregarded from the owner propriets by for the tax purposes.	er of the LLC is	Exemption from FA code (if any)	TCA reporting		
cifi	is disregarded from the owner should check the appropriate box for the tax classification of its owner. (Applies to accounts maintained outside the U.S.)					
Spe	5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional))		
See	5718 Airport Freeway					
0)	6 City, state, and ZIP code					
	Haltom City, TX 76117					
	7 List account number(s) here (optional)					
Pai	rt I Taxpayer Identification Number (TIN)					
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid		curity number			
reside	up withholding. For individuals, this is generally your social security number (SSN). However, for a ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other es, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>	a				
TIN, I		or				
	: If the account is in more than one name, see the instructions for line 1. Also see What Name and	Employer	identification numb	er		
Numk	ber To Give the Requester for guidelines on whose number to enter.	7 5	-			
Par	t II Certification					
Unde	r penalties of perjury, I certify that:					
1. The	e number shown on this form is my correct taxpayer identification number (or I am waiting for a nu	umber to be iss	sued to me); and			
	m not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have the subject to backup withholding as a result of a failure to report all interest or d					

- no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign	
Here	

Signature of U.S. person ▶



11/27/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- · An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
 - 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the instructions for Part II for details),
 - 3. The IRS tells the requester that you furnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n)	THEN check the box for
Corporation	Corporation
Individual Sole proprietorship, or Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single- member LLC
LLC treated as a partnership for U.S. federal tax purposes, LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
Partnership	Partnership
Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2-The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8-A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10-A common trust fund operated by a bank under section 584(a)
- 11-A financial institution
- 12-A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
 - B-The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
 - G-A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
 - I-A common trust fund as defined in section 584(a)
 - J-A bank as defined in section 581
 - K-A broker
- $L\!-\!A$ trust exempt from tax under section 664 or described in section 4947(a)(1)

M-A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- **3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- **4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

	•
For this type of account:	Give name and SSN of:
1. Individual	The individual
Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account 1
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
Association, club, religious, charitable, educational, or other tax- exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

- ¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
- ² Circle the minor's name and furnish the minor's SSN.
- ³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- ⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to <code>phishing@irs.gov</code>. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at <code>spam@uce.gov</code> or report them at <code>www.ftc.gov/complaint</code>. You can contact the FTC at <code>www.ftc.gov/idtheft</code> or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see <code>www.ldentityTheft.gov</code> and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Page 6



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 proposals 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. This completed form 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.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. 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 currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 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, Cooperative member ancillary contract, or Member Construction 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.

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, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.



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.

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 <u>wdol.gov</u>. 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.

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.

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.



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.

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.

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).

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.

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.



12. 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.

	<u>Vendor Certification</u> : YES , I agree or	
Vendor Certification Item No.	NO, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms		
2. Termination for Cause or Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance and Cooperation with Cooperative Members		
	<u>, </u>	<u>, </u>
By signature below, I certify that the information in this form is true, or my company to make this certification and all consents and agreements		at I am authorized by
Company Name		
Signature of Authorized Company Official		
Printed Name		



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, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. You must submit the signed 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.
_	
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.
3.	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.



4. —	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.
 .	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.
6. —	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 relates to or arises 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.
Qu	signature below, I certify that the information contained in and/or attached to this Proposal Invitation estionnaire in response to the above questions is true and correct and that I am authorized by my mpany to make this certification.
Co	mpany Name
Sig	nature of Authorized Company Official

PROPOSAL INVITATION QUESTIONNAIRE

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.

 Since 1948, Blackmon Mooring has been providing restoration services. Outside of Texas and Oklahoma, we are known as BMS CAT.

Our company is not for sale, nor is involved in any transaction that would significantly alter our business or result in acquisition by another entity.

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.

COMPANY DESCRIPTION: Blackmon Mooring was founded in 1948 and from the beginning focused on quality, customer service and growth through providing viable services in the marketplace. As the company grew, it added fire restoration and water damage to its service line and took on a larger array of services to meet the needs of the customer. In 1981, BMS CAT was created to meet the needs of our commercial customers. We were the first to perform large loss commercial restoration through the current mobilization process using supervisors and local labor. BMS CAT was the first company with dedicated management and operations, for mobilization directly to the loss site regardless of location.

MANAGEMENT: Today the company has 17 locations housing equipment and crews. Our group of companies has a global footprint responding to many customers with locations throughout the world. The BMS companies are privately held and continue to be managed by the founding family.

OPERATIONS: Blackmon Mooring & BMS CAT have 17 locations throughout the country. Should an area wide event occur, other locations would supplement with personnel and equipment, such as during Hurricane Harvey in 2017. Each location has a General Manager who is responsible for ensuring the day to day business is profitable. The Sales Manager, is responsible for the location's sales activities from account management to actual loss response. The Operations Manager is responsible for that location's operational response with equipment, crews and supplies. Finally, the Construction Manager is responsible for the recovery once it enters the construction phase.

At corporate, each of these local functions reports to a Vice President who is responsible for their role across several locations. Each of our locations operates within the guidelines set forth by the home office. Accounting is performed for National Accounts at the corporate level. Additionally, if an account has multiple locations that affect more than one of our locations, we have Account Managers who work with the customer and the individual responding locations to ensure seamless response.



With 17 locations throughout the United States, our company has over 1,000 employees nationwide who perform thousands of projects a year on a worldwide basis. Each of our locations houses operations staff, vehicles, equipment, administrative staff and account management staff.

ADDITIONAL INFORMATION: BMS CAT prides itself in providing the highest quality service in the business. We do our best to at all times be cognizant that we are representing our customer and are an extension of your overall brand.

Leadership Bios

JEREMY JAMES EASTERN REGION VICE PRESIDENT

Responsible for the management of six company operations east of the Mississippi River, Jeremy James oversees assets in Atlanta, GA; Boston, MA; Chicago, IL; Cleveland, OH; Nashville, TN and Washington DC. The General Managers in each location report directly to James who directs his region in revenue generation, operational excellence, construction efficiencies, collections of accounts receivables and operating income. Since the summer of 2018, James has lead his team to achieve company objectives.

James started his career in 2011 as the Sales Manager for the Dallas – Fort Worth center. In 2014, he was promoted to General Manager where he led his team to lead the company in revenue and growth.

ROBB CLAY VICE PRESIDENT OF LARGE LOSS

Robb Clay is responsible for overseeing all operational aspects of the Large Loss division along with the company assets in Miami, FL; New York, NY and Orlando, FL. As the leader of the Large Loss division, he coordinates resources on projects that are complex, large or both. He also manages the company Regional Directors who work to provide assistance outside our regional footprint, on complex losses and during area wide disaster response and the General Managers in the three markets he directs.

Clay started with the company in 2001 and has served in various operational roles. He has overseen the company's response to some of the largest area wide disasters ever recorded including Hurricane Harvey, Hurricane Irene, Hurricane Maria, Hurricane Sandy, Hurricane Odile and the Thailand Flooding. Clay has served in his current role since 2010.

COLE COULSON VICE PRESIDENT OF SALES

Responsible for residential and small commercial revenue growth, Cole Coulson works directly with all General Managers, Sales Managers, Emergency Response Coordinators and Project Coordinators to maximize revenue opportunities. In his role as Vice President of Sales, Coulson oversees the company's response to individual losses, insurance referrals and third party administrator (TPA) programs. His efforts in directing the loss response for both residential and small commercial losses allow for continued growth within our target markets.



Since 2011, Coulson has worked as the Vice President of Sales, first for specific locations and later for all locations. He has worked to grow our response to residential insurance programs and TPAs, allowing for continued expansion throughout the country.

KAREE HUGGINS VICE PRESIDENT OF SALES

Karee Huggins is responsible for commercial revenue growth of the National Accounts division and the local Priority Response Coordinators. The Priority Response Coordinators are tasked with managing accounts and producing revenue for commercial emergency services throughout our seventeen locations. The National Accounts team is responsible for overseeing our response to companies who have a nation-wide footprint, specifically within the hospitality, retail, healthcare, document storage, education, and manufacturing, transportation and insurance industries.

Huggins started her career in the National Accounts division in 2006 overseeing the hospitality division. She grew this division to be the leading revenue generating industry in the company. Since accepting the role as Vice President of Sales in 2018, Huggins has worked to increase sales across all industries.

DAVID O'BRIEN CONTROLLER

As the Controller, David O'Brien is responsible for all of the company's accounting and finance functions. Working specifically with the operations and marketing leadership teams, he oversees pricing and profitability models to maximize job and company gross profit. With a staff of over twenty people, he manages payroll, accounts payables, accounts receivables, job accounting and field accounting.

Since 2013, O'Brien has been responsible for the reporting of company financial functions. Initially tasked with the oversight of a portion of the department, he accepted the role of company controller in 2017. Prior to joining the company, O'Brien worked as the controller for a private industrial company in Fort Worth, Texas.

GARY TURNER DIRECTOR OF INFORMATION TECHNOLOGY

Gary Turner is responsible for the management of technology needs across the organization. Along with his six-member team, Gary supports the daily needs through the development of a "help desk." This team is able to manage the company's technology requests twenty-four hours a day, three hundred sixty-five days a year. By ensuring smooth implementation of company software, hardware, IMS proprietary systems and call center operations, Turner enables the day to day productivity across all divisions.

Turner has worked as the Director of Information Technology since 2000 and continues to provide valuable insight as company grows and technology expands. He is currently leading the efforts to implement a new operating and accounting platform to facilitate continued company development.



COLIN TRUDO DIRECTOR OF ORGANIZATIONAL DEVELOPMENT

To facilitate the company growth, the position of Director of Organizational Development was established to enhance the company's training and education at all levels of employment. As the Director of Organization Development, Colin Trudo leads the effort to grow team members throughout the company with industry specific accreditations such as IICRC, NADCA, OSHA, Health and Safety and HIPAA.

Prior to accepting the position of Director of Organizational Development, Trudo held positions as a Project Coordinator, Project Manager, General Manager and Director of Marketing. His knowledge of the industry and its specific requirements make him the ideal person to lead the education of the company's future leaders.

AMANDA SCHOOLER DIRECTOR OF MARKETING

As the Director of Marketing, Amanda Schooler works closely with both Vice Presidents of Sales to offer support for their sales teams. Her efforts are focused on support for front line sales efforts to current and potential customers, improving the company's website Search Engine Optimization (SEO) and increasing the company efforts on social media platforms utilizing Facebook, Instagram, Twitter, LinkedIn, YouTube and Pinterest.

Schooler has worked for the company since 2014 initially focused on the marketing efforts to residential customers. She accepted an expanded role, overseeing the entire company's marketing efforts in the summer of 2018. Prior to joining the company, Schooler supported the marketing efforts for the Fort Worth Convention and Visitors Bureau.

3. 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. Financial Strength & Rating: Blackmon Mooring & BMS CAT collectively produces over \$300,000,000 in revenue each year. As a privately held company we are a non-reporter to Dunn & Bradstreet. Audited Financial Statements can be provided upon execution of a confidentiality agreement.

Bonding Capacity: We have an account in good standing with Argo Surety. The general bonding line of credit established for or available is \$4,000,000 single limit / \$10,000,000 aggregate limit. Surety bonds are subject to standard underwriting at the time of the final bond request.

Insurance Coverage Limits: Higginbotham Insurance Agency provides insurance for Commercial General Liability at \$1,000,000 each occurrence and \$5,000,000 General Aggregate; Auto Liability at \$2,000,000; Umbrella Liability at \$25,000,000 each occurrence and aggregate; Workers Compensation \$1,000,000 each accident, \$1,000,000 aggregate; Pollution Liability \$10,000,000. A copy of our Certificate of Liability Insurance is available upon request.



Bankruptcy, Receivership, Insolvency: No past or present owner, principle shareholder or stockholder, or officer, has been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years.

4. 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.

None

- 5. 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.
 Blackmon Mooring & BMS CAT have not failed to complete or deliver work, or been terminated for any reason on any contract.
- 6. 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 relates to or arises 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.

None





REQUIRED FORMS CHECKLIST (Please check (\checkmark) the following)

Completed: Proposer's Agreement and Signature
Completed: Vendor Contact Information
Completed: Felony Conviction Disclosure and Debarment Certification
Completed: Resident/Nonresident Certification
Completed: No Israel Boycott Certification
Completed: No Excluded Nation or Foreign Terrorist Organization Certification
<u>Completed</u> : Historically Underutilized Business (HUB) Certification)
Completed: Construction Related Goods and Services Affirmation
Completed: Deviation/Compliance
Completed: Location/Authorized Seller Listings
Completed: Manufacturer Dealer Designation
Completed: Texas Regional Service Designation
Completed: State Service Designation
Completed: National Purchasing Cooperative Vendor Award Agreement
Completed: Federal and State/Purchasing Cooperative Experience
Completed: Governmental References
Completed: Marketing Strategy
Completed: Confidential/Proprietary Information
Completed: Vendor Business Name with IRS Form W-9
Completed: EDGAR Vendor Certification
Completed: Proposal Invitation Questionnaire
Completed: Required Forms Checklist
Completed: Proposal Specification Form with Catalogs/Pricelists, Detailed Services Information *Catalogs/Pricelists must be submitted with proposal response or response will not be considered.



Proposal Invitation No. 591-19-General Disaster Recovery and Restoration Services

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered1.)

NOTE: By signing this Proposal, Proposer certifies that the proposing entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals, registrations or licenses, necessary for lawful performance of its obligations under this contract. In addition, Proposer agrees to comply with all local ordinances and codes to the extent such are applicable to the services to be performed. Proposer further certifies that Proposer has all authorizations required by, and will comply with any and all rules and regulations established by any federal, state or local authority having jurisdiction over the services to be performed including, but not limited to, any applicable laws, rules and regulations relating to general disaster recovery and restoration services or components thereof, and persons performing duties relating to such services or components. 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 claims, actions, suits, demands, regulatory action, proceeding, costs, damages and liabilities, including court costs and attorney's fees, arising out of or resulting from the failure of Vendor or its agents, employees, suppliers or contractors or subcontractors to comply with any applicable laws, rules, or regulations.

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
1	Catalog/Pricelist for Structural Cleaning and	Please state the discount (%) off catalog/pricelist for Structural Cleaning and Non-Construction Restoration for all Types of Disasters (Water, Fire, Smoke, Storm Damage or similar damage). Detailed information of services and associated Catalog/Pricelist MUST be included regarding this service or proposal will not be considered.	%		
2	LIVINGS OF LIISASTERS	Please state the discount (%) off catalog/pricelist for Contents Cleaning For All Types of Disasters (Water, Fire, Smoke, Storm Damage or similar damage). Detailed information of services and associated Catalog/Pricelist MUST be included regarding this service or proposal will not be considered.	%		
3	Discount (%) Off Catalog/Pricelist for Structure and Content Drying for All Types of Disasters	Please state the discount (%) off catalog/pricelist for Structure and Content Drying For All Types of Disasters (Water, Fire, Smoke, Storm Damage or similar damage). Detailed information of services and associated Catalog/Pricelist MUST be included regarding this service or proposal will not be considered.	%		
4	ITAL VII I VADE AT I HEZETARE	Please state the discount (%) off catalog/pricelist for Building Deodorization for All Types of Disasters (Water, Fire, Smoke, Storm Damage or similar damage). Detailed information of services and associated Catalog/Pricelist MUST be included regarding this service or proposal will not be considered.	%		

PROPOSAL NOTE



Proposal Invitation No. 591-19-General Disaster Recovery and Restoration Services

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered 1.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
5	Discount (%) Off Catalog/Pricelist for Water Extraction for All Types of Disasters	Please state the discount (%) off catalog/pricelist for Water Extraction for All Types of Disasters (Water, Fire, Smoke, Storm Damage or similar damage). Detailed information of services and associated Catalog/Pricelist MUST be included regarding this service or proposal will not be considered.	%		
6	Discount (%) Off Catalog/Pricelist for HVAC Decontamination and Air Duct Cleaning for All Types of Disasters	Please state the discount (%) off catalog/pricelist for HVAC Decontamination and Air Duct Cleaning for All Types of Disasters (Water, Fire, Smoke, Storm Damage or similar damage). Detailed information of services and associated Catalog/Pricelist MUST be included regarding this service or proposal will not be considered.	%		
7	Discount (%) Off Catalog/Pricelist for Shrink Wrap and Contaiment Solutions for All Types of Disasters	Please state the discount (%) off catalog/pricelist for Shrink Wrap and Contaiment Solutions for All Types of Disasters (Water, Fire, Smoke, Storm Damage or similar damage). Detailed information of services and associated Catalog/Pricelist MUST be included regarding this service or proposal will not be considered.	%		
8	Discount (%) Off Catalog/Pricelist for Document Recovery and Restoration for All Types of Disasters	Please state the discount (%) off catalog/pricelist for Document Revcovery and Restoration for All Types of Disasters (Water, Fire, Smoke, Storm Damage or similar damage). Detailed information of services and associated Catalog/Pricelist MUST be included regarding this service or proposal will not be considered.	%		
9	Discount (%) Off Catalog/Pricelist for All Other General Disaster Recovery and Restoration Services for All Types of Disasters	Please state the discount (%) off catalog/pricelist for All Other General Disaster Recovery and Non-Construction Restoration Services for All Types of Disasters (Water, Fire, Smoke, Storm Damage or similar damage). Detailed information of services and associated pricelist MUST be included regarding this service or Catalog/Proposal will not be considered.	%		

PROPOSAL NOTE

BMS Cat Rate Schedule Page 1 of 9

Time and Materials Rate Schedule

I. Labor

A. Labor Rates

These rates apply to personnel engaged to fulfill the terms of the contract, whether regular full time employees of BMS Cat or temporary hires employed directly by BMS Cat, secured through a labor service or subcontractor. Rates stated below are per person per hour.

CLASSIFICATION	НС	OURLY RATE
General Cleaning Laborer	\$	33.50
(New York/California/Wash DC/Boston / Greater New England Area)	\$	36.50
Construction Labor	·	45.00
Management Fee		3.50
Clerical		Cost + 30%
General Restoration Supervisor		70.00
Dehumidification Supervisor/ Tech		70.00
Document Recovery Tech		75.00
Document Specialist		70.00
Remediation Supervisor / Technician		75.00
Resource Coordinator		70.00
Project Accountant		68.00
Electronics Restoration Supervisor / Technician		62.00
Industrial Corrosion Control Supervisor / Technician		60.00
Carpenter		68.00
Framer		68.00
Painter / Drywaller		68.00
Roofing Laborer		68.00
Roofer		80.00
Assistant Project Manager		85.00
Project Manager		95.00
Project Director		105.00
Health and Safety Officer		125.00
Project Consultant		150.00
Project Coordinator		150.00
Technical Consultants / Engineers		Cost + 30%

BMS Cat Rate Schedule Page 2 of 9

B. Other Labor Provisions

These rates and provisions are predicated upon BMS Cat standard wage rates and overtime compensation practices. To the extent the work under a particular contract is subject to Federal and State minimum wage or hour laws or collective bargaining agreements which modify BMS Cat standard rates and practices, adjustments shall be made to the hourly rates and other labor provisions stated above.

- 2 Standard Hours All labor rates stated above are for the first 40 hours worked in a workweek, beginning on Monday and ending on Sunday, exclusive of BMS Cat holidays. In the event of a community-wide disaster, overtime will be billed at the rates scheduled above, as it is incurred, regardless of the number of hours worked on a particular job.
- Non-Standard Hours The rates for labor performed by all classifications in a work week over 40 hours, will be 1.5 times the rates scheduled in Section I.A above. Rates for labor performed on BMS Cat recognized holidays will be 2.0 times the rates scheduled in Section I.A. above. In the event BMS Cat is required to pay double time for any work performed, pursuant to state or federal law or the terms of any collective bargaining agreement, the rates for such labor hours shall be 2.0 times the rates scheduled in Section I.A. above.
- The Management Fee above applies when BMS Cat supervises the customer's employees, rather than hiring General Cleaning Laborers. The payroll, taxes and benefits are the responsibility of the customer.
- 5 Remediation Supervisor / Technician labor classification will be charged when personnel are using half-face or full-face respirators.
- 6 During the course of performance of work, BMS Cat may add additional labor classifications to the schedule above at rates to be determined by BMS Cat.
- Travel time for personnel shall be billed to the contract at the rates in Section I.A and I.B.2 above.
- 8 In the event that federal/state prevailing wages and/or collective bargaining rates exist, BMS Cat may charge the cost of labor plus an additional 30% at BMS Cat's discretion

BMS Cat Rate Schedule Page 3 of 9

II. Equipment Rental

A. Equipment Rental Rates

The following rates apply to equipment utilized in the performance of the work (whether supplied from BMS Cat inventory, specifically purchased by BMS Cat or supplied by a subcontractor).

CLASSIFICATION	1	RATE
Air Compressor, < 10 gal	\$ \$	33.00
Air Compressor - Large	\$	95.00
Air Mover / Carpet Dryer		30.00
Axial Fan		32.00
Blasting Unit - Soda		650.00
Dehumidification Unit - Dri-Tech - or equivalent		175.00
Dehumidification Unit - Phoenix 200 - or equivalent		175.00
Dehumidification Unit - Phoenix 300 - or equivalent		225.00
EDP - Tool Set		30.00
EDP - Instrument Drying Oven		160.00
EDP - High Pressure Sprayer		80.00
Electric Load Panel		50.00
Extraction Unit - LRU		450.00
Fall Protection		30.00
Fans - Industrial		95.00
Foamer		110.00
Fogger - Spray Mist		30.00
Fogger - Thermo-Gen		100.00
Furnace - Portable		72.00
Generator - Less than 10 kW		125.00
HEPA Air Filtration Unit - 2000 CFM		120.00
HEPA Air Filtration Unit - 1000 CFM		100.00
HVAC - Air Tool Kit		30.00
HVAC - Cutting / Spray Kit		30.00
HVAC - Duct Auger		95.00
HVAC - Duct Sweeper		80.00
Hygrothermograph - Recording		30.00
Injectidry Unit		130.00
Interceptor / Flood Pumper		140.00
Lights - Quartz Demolition		25.00
Micromanometer		25.00
Micromanometer - Recording		85.00
Moisture Meter - Penetrating or Non-Penetrating		30.00
Moisture - Thermal Camera		125.00
Negative Air Machine		140.00

BMS Cat Rate Schedule Page 4 of 9

CLASSIFICATION	RATE
Ozone Generator - Model 330	\$ 120.00
Ozone Generator - Model 630	\$ 160.00
Ozone Generator - Model OG-EA	30.00
Pump - Sump	60.00
Radio - Personnel Communication	25.00
Respirator - Full Face	15.00
Respirator - Half Face	10.00
Saw - Cut Off	78.00
Saw - Kett	30.00
Sprayer - Commercial Airless	225.00
Spot Coller- 1 to 2 ton	160.00
Steamatic Extraction System	275.00
Steamatic TMU Extraction System	475.00
Thermohygrometer	30.00
Trailer - Flatbed, Cargo, Reefer	160.00
Truck - Box (inclusive of mileage)	200.00
Ultrasonic Decontamination Vat	90.00
Vacuum - Commercial Canister	30.00
Vacuum - EDP Anti-Static	90.00
Vacuum - HEPA	85.00
Vacuum - Upright	15.00
Van - Cargo / Passenger	125.00
Vehicle - Passanger/Pickup	75.00
Washer - High Pressure	100.00
Washer - High Pressure - Hot	175.00
X-Ray Cleaning System	450.00

B. Other Equipment Rental Rate Provisions

- 1. The daily rental rate shall be charged for each calendar day or portion thereof during which the equipment is used to perform work, regardless of the number of shifts on which the equipment is used during the day.
- 2. During the course of performance of the work, BMS Cat may add additional equipment to the schedule above at rates to be determined by BMS Cat.
- 3. Equipment utilized in the performance of the work not listed in II.A. or added as provided in II.B.2. shall be BMS Cat's cost thereof plus a mark-up of ten and ten percent (10% and 10%).

C. Small Tools

Items such as shovels, ladders, demolition carts, extension cords, small hand tools, etc., which are not included in the Schedules above, will be compensated to BMS Cat by an application of a small tool charge in the amount of three percent (3%) of total labor billings. Any items purchased specifically for the job, will be charged per the "Other Charges" section listed in the Rate Schedule.

BMS Cat Rate Schedule Page 5 of 9

III. Material Rates - * - represents a proprietary BMS Cat product

A. Material Rates

CLASSIFICATION	RAT	E	uom
Anti-Microbial Sealer	\$	95.00	/ gallon
Adhesive Remover	\$	11.50	-
Alcohol - Isopropyl		27.00	/ gallon
Applicators - 6" Cotton		24.00	/ m
Biocides/Disinfectants		55.00	/ gallon
Bleach		6.00	/ gallon
Box - Book		3.25	/ each
Box - Dish		6.00	/ each
Box - Freeze Dry		3.65	/ each
Brush, Grout		4.90	/ each
Brush, Scrub, Long Handle.		10.50	/ each
Brush, Wire			/ each
Carpet Deodorizer*			/ gallon
Carpet Mask		95.00	
Cartridge - N-95		42.00	
Cartridge - Respirator			/ each
Coil Cleaner* or equivalent			/ gallon
Cotton Cleaning Cloths		8.95	
Desudser			/ gallon
Dry Solvent Stain Remover* or equivalent			/ gallon
EDP - Corrosion Control Lubricant #1* or equivalent			/ gallon
EDP - Corrosion Control Lubricant #2* or equivalent			/ gallon
Emulsifier - Powder* or equivalent		6.00	
Emulsifier - Liquid* or equivalent			/ gallon
Exxpert Formula 828 Concentrate* or equivalent Filter - Carbon			/ gallon / each
Filter - Carbon Filter - HEPA for Air Filtration Unit		49.75 295.00	
Filter - HEPA for Vacuum		295.00	
Filter - Primary			/ each
Filter - Secondary			/ each
Filter - Dehumidification			/ each
Furniture Blocks		90.00	
Furniture Pads		100.00	
Furniture Polish		10.00	
Furring Strips - 1x2		2.95	/ each
Furring Strips - 2x2		4.25	/ each
Glass Cleaner* or equivalent		13.00	/ gallon
Gloves - Cotton		2.75	/ pair
Gloves - Latex		2.80	/ pair
Gloves - Leather			/ pair
Gloves - Nimble Finger (N-Dex)			/ pair
Goggles		5.25	/ each
Inventory Tags		85.00	/ box
Lemon Oil			/ gallon
Lin-Aire Liquid Spray Concentrate* or equivalent			/ gallon
Lin-Aire Absorption Gel* or equivalent		13.00	
Lin-Set D-1* or equivalent			/ gallon
Lin-Set Duct Seal* or equivalent			/ gallon
Lumber - 2x4		0.84	
Lumber - 2x6		1.05	
Mask - N95		37.00	
Mask - Particulate		29.00	/ DUX

BMS Cat Rate Schedule Page 6 of 9

CLASSIFICATION	RA	TE	uom
Mats - Sticky, Wak-off	\$	75.00	/ case
Metal Flashing	\$	55.00	/ roll
Mop Heads		9.75	/ each
Odormatic* or equivalent		60.00	0
Painters Plastic .75 mil		41.00	
Paper - Corrugated		120.00	
Paper - Craft		85.00	
Pigmented Sealer		40.00	U
Plywood OSB, up to 1/2"		44.50	
Plywood OSB, up to 5/8" - 3/4"		55.60	
Polishing Pads Polisher Filter Material			/ box of 20
Polyester Filter Material		98.00 / 125.00 /	
Polyethylene Bags - 3-6 mil Poly. Sheeting (8'x200' roll)(2-4 mil)		69.00	
Poly. Sheeting (8 x200 roll)(2-4 mil) Poly. Sheeting (20'x100' roll)(4 mil)		77.00	
Poly. Sheeting (20'x100' roll)(4 mil)		109.00	
Poly. Sheeting (20'x100' roll)(3-6 mil)-fire ret.		159.00	
Pump - Barrel Syphon		15.50	
Reodorant* or equivalent		88.00	
Restoration Sponge		2.30	•
Roof Felt - 15 lb.		32.50	
Roof Felt - 30 lb.		42.50	
Roofing Cement, Black Tar		24.00	/ gallon
Safety Glasses		7.00	-
Shrink Wrap		79.00	/ roll
Spray Adhesive		5.50	/ can
Spray Bottle with Trigger		3.50	/ each
Stainless Steel Polish		17.50	/ can
Suit - Tyvek		12.50	/ each
Tape - Boxing		4.50	/ roll
Tape - Duct		7.30	/ roll
Tape - Masking		5.95	
Tape - Blue Remediation		9.95	
Tape - Painters		13.25	
Tape - Caution		14.00	
Tape - HVAC, Aluminum		22.00	
Tarp Material			/ sq. ft.
Thermo Fog Spray		79.00	-
Trash Bags - Disposable		35.00	
Tubing - Lay Flat		350.00	
Vinyl & Leather Conditioner* or equivalent		22.00 /	•
Vacuum Bags Wings - Lint frog anti-static		4.75 / 35.00 /	
Wipes - Lint free, anti-static Wrap- Bbble, anti-static		84.00 /	
Zippers - Containment		11.50	
Zippora Containinent		11.50 /	Gaoil

BMS Cat Rate Schedule Page 7 of 9

B. Other Material Rate Provisions

 The foregoing prices shall be applied to all materials on the schedules above which are utilized in the performance of the work, whether shipped to the site from BMS Cat Inventory, shipped directly to the site from BMS Cat's sources or purchased locally by BMS Cat from either an affiliated or nonaffiliated entity.

- 2. During the course of performance of the work, BMS Cat may add additional materials to the schedule above at rates to be determined by BMS Cat.
- 3. Materials utilized in the performance of the work not listed in III.A. or added as provided in III.B.2. shall be BMS Cat's cost thereof plus a mark-up of ten and ten percent (10% and 10%).

IV. Document Remediation

Specific freeze drying costs will be determined per job, based on the factors relevant to each job and pricing will fall in the range of \$40.00 - \$74.00 per cubic foot.

These factors include, but are not limited to:

- Nature of Damage
- Moisture Saturation
- Degree of Char / Soot Residue
- Mold / Mildew Infestation
- Smoke Odor
- · Deodorization Requirements
- · Contamination Factors Debris, Sewage, Silt and / or Hazardous Materials

The above rates represent the charges for freeze drying only. Labor, equipment, materials, transportation and other costs incurred in connection with document remediation will be billed in accordance with the appropriate schedules and provisions contained in this Rate Schedule.

BMS Cat Rate Schedule Page 8 of 9

V. Dehumidification, Stabilization and Conditioned Air

Specific costs for Dehumidification, Stabilization and Conditioned Air services. will be determined per job, based on the factors relevant to each job and pricing will fall in the ranges indicated below.

These factors include, but are not limited to:

- · Nature of Damage
- Moisture Saturation
- · Height of Buildings, Ceilings and Affected Space
- · Length of Job and / or Time Constraints
- Other Contamination Factors
- Local Weather Conditions
- Other pertinent conditions or situations as they may apply

These and other factors can cause the cost to provide such services to vary widely. The standard practice is to extend pricing on a firm unit price basis when there are no extenuating circumstances. Under normal conditions, pricing will generally fall in the following ranges depending on the above referenced factors.

Normal Range:

Dehumidification - \$1.50 to \$2.50 per square foot during a 10 to 20 day timeframe Stabilization - \$0.25 to \$0.50 per square foot per week Conditioned Air - \$0.25 to \$0.50 per square foot per week

The above rates represent the charges for dehumidification, stabilization and conditioned air and for their related dehumidification services for the area specified in the contract, work authorization or scope of work. Transportation, generators and peripherals, electrical power, propane, fuel and other costs incurred in connection with dehumidification, stabilization and conditioned air services will be billed in accordance with the schedules and provisions contained in this Rate Schedule.

VI. Area Wide Catastrophic Events

Community wide events to include hurricanes, tornadoes and regional flooding

BMS CAT shall reserve the right to charge a catastrophe surcharge not to exceed six percent (6%) of the total amount invoiced excluding vendor or subcontractor totals for all projects as part of any area wide catastrophe. The fee will cover freight, warehousing and delivery charges.

BMS Cat Rate Schedule Page 9 of 9

VII. Reimbursables

A. Travel, Lodging and Per Diem

BMS Cat shall be compensated for costs incurred for travel, lodging and per diem for BMS Cat employees, whether regular full time employees of BMS Cat or temporary hires employed directly by BMS Cat or hired through a labor service or subcontractor assigned to the work on the basis of BMS Cat's cost for such charges plus a ten and ten percent (10% and 10%) mark-up on such costs.

B. Other Services, Freight / Transportation and Other Charges

The costs incurred by BMS Cat for all services such as Industrial Hygienist, Rental Equipment, Water, Fuel, Dumpsters, Freight / Transportation of materials, supplies or equipment to and from the site of work or a BMS Cat temporary local warehouse and other services / charges which are not identified in sections I through V above, but are utilized in the performance of the contract shall be BMS Cat's cost plus a ten and ten percent (10% and 10%) mark-up on such costs.

C. Taxes and Permits

The rates contained in this schedule are exclusive of federal, state and local sales or use taxes and any applicable federal, states or local approvals, consent, permits, licenses and orders incidental to performance of the work. BMS Cat shall be compensated for all costs incurred which are described above on the basis of BMS Cat's actual cost incurred for such items.



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, and 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:

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

"BuyBoard Administrator" means the Director of Cooperative Procurement identified in this Proposal Invitation (or his/her successor).

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

- a) This Proposal Invitation;
- b) Proposer's Proposal;
- c) Notice of Award issued to Proposer by the Cooperative; and
- d) Purchase Order between a Cooperative member and Proposer, and any additional terms, conditions, or instructions agreed to by Proposer, that are consistent with these Terms and Conditions.

"Cooperative" means, collectively, The Local Government Purchasing Cooperative (which may also be referred to as "Texas Cooperative" herein) and its administrator, TASB, 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 that are the subject of this Proposal Invitation.

Page 42 of 61 SVCS.V.02.01.2018



"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, addenda, and supplements and/or clarifications.

"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 signed 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, including a record of an online order placed through a Vendor website or record of a purchasing card (P-card) purchase, which is used in making a purchase from Vendor under a BuyBoard 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 "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 (Substitutions) of these Terms and Conditions.

Page 43 of 61 SVCS.V.02.01.2018



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.

<u>NOTE</u>: 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 BuyBoard Administrator of the error in writing immediately, but in no event later than the tenth (10^{th}) business day before the Proposal Due Date.

2. Pricing

A "Line Item" Proposal must be for a specific 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. If this Proposal Invitation requires "discount from catalog" pricing, Proposer must quote a single discount percentage to be applied to all items in Proposer's published catalog. Proposer must submit the catalog or published pricelist with the Proposal in electronic format. 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.

Proposer's pricing must be "equal to or better" than pricing Proposer offers other similar customers. 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 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.

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 containers suitable for shipment and storage. Unless otherwise specified, "factory seconds," "refurbished", or otherwise inferior items are not acceptable.

4. Deviations from Item Specifications or General Terms and Conditions

Proposer 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 at the time the Proposal is submitted. The submission of any such deviation may place Proposer at a competitive disadvantage or otherwise prevent the Cooperative from considering the Proposal on the affected item(s).

Page 44 of 61 SVCS.V.02.01.2018



The Cooperative 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.

Other than any deviation submitted in writing with the Proposal and <u>accepted by the Cooperative</u>, the Cooperative will hold Proposer accountable to the Cooperative and Cooperative members to perform in strict accordance with these Terms and Conditions and the item specifications as written.

5. Addenda

Any interpretation, correction or change to this Proposal Invitation will be made by 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 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 Proposer's responsibility to monitor the BuyBoard vendor website for possible addenda and incorporate any posted addendum into the Proposal. Proposer must acknowledge each addendum in accordance with the instructions accompanying the addendum.

6. Samples

The Cooperative may request a product sample. Proposer must furnish the requested sample at no cost to the Cooperative, and, unless otherwise specified, the Cooperative must receive the sample within 72 hours of the request. The submitted sample must be labeled with the Proposal Invitation name and number, item number, product identification number, and Proposer's name. Proposer's failure to submit a sample when requested will result in the product in question not being considered for award to Proposer.

The Cooperative will retain samples for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing, the Cooperative will return samples to Proposer at Proposer's expense, provided that Proposer has included a written return request with the submitted samples. Notwithstanding the foregoing, the Cooperative may permanently retain samples submitted by awarded Proposers for the purpose of determining that the quality and workmanship of awarded products delivered to Cooperative members is comparable to the samples. The Cooperative is not liable for samples that are damaged, destroyed or consumed during examination or testing.

7. Proposal on All or Certain Items

Unless otherwise specified, Proposer may propose on any or all items. Proposer should answer all questions related to each item on which Proposer wishes to propose, and either leave the questions for other items unanswered (blank) or indicate "No Bid." 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 will 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 will be an event of default and grounds for termination of the Contract.

Page 45 of 61 SVCS.V.02.01.2018



8. "All or Nothing" Awards

Unless otherwise indicated in this Proposal Invitation, "all or nothing" Proposals are **not** acceptable and will be rejected. Proposer 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. Confidential Information

Proposer must clearly identify information in the Proposal that Proposer considers proprietary or confidential by completing the Confidential/Proprietary Information form. The Cooperative will treat such information as confidential to the extent allowable under the Texas Public Information Act (Chapter 552 of the Texas Government Code) or similar disclosure law.

If Proposer fails to properly identify the information, 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 Proposer's failure to clearly identify information Proposer considers confidential or proprietary. Proposer will be notified of any third party request for information that Proposer has identified in the Confidential/Proprietary Information form as proprietary or confidential.

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

Proposer 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 in the Proposal Invitation 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 Proposer'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 their 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 to withdraw the Proposal. The request to withdraw must be signed by an individual authorized to enter into contracts on Proposer's behalf and indicate the individual's title. If the BuyBoard Administrator has any question or doubt regarding Proposer's identity or the identity of its Proposal, withdrawal will not be allowed. If the Cooperative decides to allow the withdrawal, Proposer's duly authorized representative will be required to complete and sign a written receipt satisfactory to the BuyBoard Administrator before the proposal will be released. The decision of the BuyBoard Administrator relating to matters concerning withdrawal of a Proposal is final.

Proposer may resubmit the 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 Proposer 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 Proposer will be deemed to have authorized such change.

Page 46 of 61 SVCS.V.02.01.2018



Proposals that are in the Cooperative's possession (including Proposals submitted through an electronic proposal submission website designated by the Cooperative in the Proposal Invitation instructions) at the Proposal Due Date time shall be deemed final, conclusive, and irrevocable; and no Proposal will be subject to withdrawal, amendment, or correction by a Proposer 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 Agreement and Signature form, which is fundamental to and incorporated into this Proposal Invitation, requires Proposer to certify to certain matters. Pursuant to and in accordance with such Proposer's Agreement and Signature form, and in addition to the matters set forth therein, Proposer certifies to the following with respect to this Proposal Invitation, the Proposal, and any Contract awarded under this Proposal Invitation.

(a) Non-Collusion Certification

Proposer agrees and certifies to the following, and understands that the penalty for violating this non-collusion certification will be the immediate disqualification of Proposer's Proposal:

- 1) Neither Proposer nor any business entity represented by Proposer 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 Proposer, 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) Proposer 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 Proposer, nor any business entity represented by Proposer, 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 Legal, Ethical, and Other Matters

Proposer agrees and certifies to the following:

- 1) Proposer 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) Proposer has a high degree of integrity and business ethics, and a satisfactory record of performance;
- 3) Proposer 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) Proposer 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 Proposer would in no other way whatsoever be disqualified to propose or receive any award or Contract related to this Proposal Invitation, and Proposer will comply with any reasonable request from the Cooperative to supply information sufficient to substantiate the foregoing representations;
- 5) 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 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;

Page 47 of 61 SVCS.V.02.01.2018



- 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 Proposer's most favored customer under equivalent circumstances;
- 7) The Proposal complies with all federal, state, and local laws concerning these types of products or services, and Proposer will continue to comply with any applicable federal, state, and local laws related to Proposer's activities in connection with the Contract;
- 8) Proposer 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;
- 9) Proposer will maintain, at Proposer'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 Proposer or its employees or its agents of any service under the Contract; however, the existence of such insurance does not relieve Proposer of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law; and
- 10) Any false statement contained in the Proposal is a material breach of contract which will void the Proposal or any resulting Contract, and subject Proposer to removal from all proposal lists, and possible criminal prosecution.

13. Proposal Signatures

Proposer must sign its Proposal in strict accordance with the Cooperative's instructions, including having an officer duly authorized by Proposer 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 Proposer. A facsimile or imaged signature will be deemed an original.

14. No Reimbursement

Proposer understands and acknowledges the Cooperative will not reimburse or pay Proposer for any expenses Proposer 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 Competiveness	40
2	Vendor Past Performance	15
3	Vendor Reputation for Goods and Services	15
4	Financial and Technical Resources	10
5	Capability of Servicing Cooperative Members	10
6	Any other relevant factor or requirement listed in this Proposal Invitation	10
	TOTAL:	100

Page 48 of 61 SVCS.V.02.01.2018



The Cooperative's evaluation will include Proposer's responses to the forms and other attachments included or associated with this Proposal Invitation, including but not limited to Proposer's responses to the Proposal Invitation Questionnaire. 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 makes competitive and indefinite quantity awards to Proposers that give the same or better discounts/pricing than they give their best governmental clients. 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 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 regards 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.

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 the 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 at the collective disposal of the Cooperative and Cooperative members to evaluate Proposals. The final decision as to the best overall offer, including as to price 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, COOP-851, which is available from the BuyBoard Administrator upon request. Pursuant to COOP-851, 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 (5th) business day before the Proposal opening date, and a protest challenging an award decision, including bid evaluations, no later than 5:00 p.m. CST the fifth (5th) 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 Proposer 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 the successful Proposer, whereupon the Contract becomes binding and enforceable. The Contract is then utilized by a Cooperative member by the member issuing a signed purchase order for the awarded products or services. Vendor must honor all purchase orders issued by Cooperative members during the Contract

Page 49 of 61 SVCS.V.02.01.2018



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 (The BuyBoard) of these Terms and Conditions, 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.

Cooperative members and Vendors do not have the authority to modify these Terms and Conditions. By submitting a Proposal, Vendor specifically agrees that these Terms and Conditions shall apply and that it shall not seek to impose on a Cooperative member additional terms and conditions or ancillary agreements that are inconsistent with, or intended to supersede these Terms and Conditions. Any attempt by a Vendor to impose terms and conditions on a Cooperative member that are inconsistent with or intended to supersede these Terms and Conditions which were not submitted by Vendor as a deviation with its Proposal and approved by the Cooperative shall be an event of default under the Contract and grounds for termination of Vendor's Contract. However, a Cooperative member may add terms to a Purchase Order that are consistent with these Terms and Conditions and are acceptable to Vendor, including negotiating a supplemental or ancillary agreement with Vendor containing additional terms and conditions for a specific purchase or purchases that are consistent with these Terms and Conditions. A Cooperative member may require a performance and/or payment bond from Vendor as may be required by law or deemed necessary or appropriate. Additionally, a Cooperative member may require Vendor to carry and provide proof of such insurance as may be required by state or local law or policy. Individual Cooperative members may in certain circumstances require background checks on Vendor employees who will have direct contact with students or staff, or for other reasons, and may require Vendor to pay the cost of obtaining criminal history record information. To the extent of any conflict between these Terms and Conditions and requirements contained in any Cooperative member Purchase Order or supplemental/ancillary agreement, the stricter requirements on the Vendor shall apply. In the event of differing but equally stringent requirements, the Cooperative member Purchase Order or negotiated additional terms and conditions shall govern over the requirements in the Proposal Invitation.

2. Piggyback Contract and Other Entity Clause

It is the Cooperative's intent that other governmental entities throughout the United States, as well as 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

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 (2) additional one (1)-year terms as provided for in this section E.1. A reference to "Contract term" in these Terms and Conditions means the initial term and any renewal term.

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.

Page 50 of 61 SVCS.V.02.01.2018



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, 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 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.

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.

2. Prevailing Wages, Bonding and Insurance Requirements

Vendor must 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.

Vendor must provide any applicable performance and payment bonds as required by law, including 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. Conformity to Item Specifications and Contract Award

Vendor warrants that the products or services Vendor provides under the Contract 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 are free from all defects in material, workmanship and title. If Vendor deviates from 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. Vendor further warrants that all products provided under the Contract meet applicable OSHA standards and regulations, and that any electrical items bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories.

If awarded products are 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 may include line item pricing, discount off catalog or pricelist, not-to-exceed hourly labor rates, or other pricing structure as set forth in the Proposal Invitation. Except as provided in this section E.4 or otherwise in this Proposal Invitation, Vendor shall hold its awarded pricing firm during the Contract term.

For awards based on discount off catalog or pricelist, Vendor may submit updated pricelists or catalogs reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, and shall provide upon request such supporting manufacturer documentation as the Cooperative may require. Such pricelists or catalogs must be provided in the same format required by the Proposal Invitation for catalogs and pricelists submitted

Page 51 of 61 SVCS.V.02.01.2018



with Proposals. All pricelist or catalog changes must be supported by manufacturer price changes or similar market changes. The Cooperative reserves the right to reject any or all catalog or pricelist price changes as it deems to be in the best interest of and to provide best value to Cooperative members. Unless otherwise provided in the Proposal Invitation, no catalog or pricelist price increases, including website-based catalogs or pricelists, will be permitted or accepted within 180 days of Vendor's Proposal submission or within 180 days of submission of a prior revised catalog or pricelist. Updated pricelists or catalogs must be limited to awarded products or the pricelist or catalog may be rejected by the Cooperative in its entirety. Vendor must provide the Cooperative with prior notice of catalog and pricelist changes. Until such time as updated pricelists have been submitted to the Cooperative, or in the event the Cooperative rejects or determines further information is required before accepting a revised catalog or pricelist, Vendor shall be required to continue to apply the prior catalog or pricelist pricing, with applicable discount, to Cooperative members.

For awarded pricing based on hourly labor rates, Vendor may not exceed the 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 require higher rates. In such event, the Vendor must notify the Cooperative and provide documentation supporting the required labor rate increase.

All awarded discounts must remain firm during the Contract term.

In the event Vendor decreases the price of awarded products or services for any or all of its other customers in similar market circumstances below the Contract price, Vendor must offer such decreased pricing to Cooperative members.

During the Contract term, Cooperative members may negotiate with Vendor, through the BuyBoard request for quotes (RFQ) function or otherwise, to obtain lower prices for awarded products or services based on volume or other factors.

If it is determined that a Vendor has sold products or services 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 termination.

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 products 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 48" 4-way pallets 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) 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; (b) are itemized and shown separately on the member's invoice; and (c) 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

Page 52 of 61 SVCS.V.02.01.2018



provide awarded products or services within ten (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 products on an "over the counter" basis must be available for the majority of the awarded products. 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

Packing lists or other suitable shipping documents must accompany each shipment 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.

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 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 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 the testing. Upon receipt of notification from the Cooperative or Cooperative member, Vendor must pick up and replace the defective product within five (5) 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.

Page 53 of 61 SVCS.V.02.01.2018



8. 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 for categories under which Vendor is awarded under the Contract. Except as provided in this section E.8, the Cooperative will not accept substitutions to any of the product(s) listed in the Proposal after a Notice of Award has been issued. If an awarded product or catalog of products is discontinued by the manufacturer and the same manufacturer offers an equivalent replacement product or catalog of products within the same Proposal Invitation specifications and category(ies) for which Vendor was awarded, Vendor may substitute the replacement product for the awarded product. Vendor shall submit supporting documentation to the Cooperative regarding any substitutions. The Cooperative reserves the right to reject, in its sole discretion, any substitution.

9. Product and Service Guarantees and Warranties

Vendor must not limit or exclude any implied warranties and shall extend such warranties on the awarded product, as well as 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) of these Terms and Conditions or unless a different warranty is required by a Cooperative member Purchase Order or supplemental contract, a minimum of a ninety (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.

Vendor shall respond to any reasonable requests for information from the Cooperative, its administrator, or a Cooperative member in regards to concerns regarding public health or safety regarding awarded products, including such documentation as may be reasonably requested. In the event of any product recalls affecting awarded products, as soon as practicable, Vendor shall notify in writing both the Cooperative and any Cooperative members who made purchases from Vendor for such recalled products of the recall and proposed action. At a minimum and without waiving any other requirements under law or Cooperative member purchase order, Vendor shall be required with respect to purchasing Cooperative members to take all action required by law or any 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 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. Unless otherwise specified in this Proposal Invitation, product substitutions are not allowed, and the involvement of multiple distribution centers does not alter the 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's administrator the information required on the

Page 54 of 61 SVCS.V.02.01.2018



Manufacturer Dealer Designation form contained in the Proposal Invitation, and/or such other form or information as the Cooperative's 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 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.

Further, Vendor acknowledges and agrees that, if Vendor opts to submit Designated Dealers under the Contract, Vendor is responsible for ensuring the accuracy of, maintaining, and updating the Designated Dealer information provided to the Cooperative and ensuring and confirming such information has been received by the Cooperative's administrator in such form as the Cooperative's administrator may reasonably require. 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's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

11. The BuyBoard

The awarded Contract will be posted on the BuyBoard website as an online electronic catalog(s). Except as expressly authorized in writing by the Cooperative's administrator, neither Vendor nor any Vendor Designated Dealer is authorized to process a Purchase Order received directly from a Cooperative member, and a Cooperative member that wishes to procure goods or services under the Contract will initiate a Purchase Order through the BuyBoard, which will be transmitted to Vendor or Vendor's Designated Dealer(s). All Purchase Orders generated by or under the contract must be processed through the BuyBoard. To the extent that a Vendor or a Vendor Designated Dealer erroneously processes a Purchase Order received directly from a Cooperative member without express written authorization from the Cooperative's administrator, such actions may be considered in breach of Vendor's obligations under the Contract but 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, the intent of the Cooperative member to purchase through the Cooperative contract being paramount. 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. To the extent that a Vendor is authorized in writing by the Cooperative administrator to process a Purchase Order received directly from a Cooperative member, Vendor shall be required to comply with all conditions imposed by the Cooperative as a part of such authorization.

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.

Page 55 of 61 SVCS.V.02.01.2018



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 an 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 90th day after the original invoice date (Dispute Period) by returning a copy of the invoice or statement of outstanding balances to the Cooperative 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 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 in attempting to reconcile and resolve disputed fees, and shall provide such reasonable information and documentation as the Cooperative may require to review the disputed fees to the satisfaction of the Cooperative administrator's staff. Any service fees for which the Cooperative 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, COOP-852, Vendor Invoicing and Collections.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf including, if Vendor is a manufacturer, any Designated Dealer(s) of Vendor's products. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative's administrator in such form as the Cooperative's 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, or such other documentation regarding those Purchase Orders as the Cooperative's 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 PRECEEDING 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.

Page 56 of 61 SVCS.V.02.01.2018



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 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 claims, actions, suits, demands, proceeding, costs, damages and liabilities, including court costs and attorney's fees, arising out of or resulting from any acts or omissions of Vendor or its agents, employees, suppliers or contractors or subcontractors in the execution of or performance under the Contract or a purchase order, as applicable.

17. Intellectual Property Infringement

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 or a Cooperative member that alleges that all or any part of the products supplied by Vendor, in the form supplied or modified by Vendor, or its subcontractors pursuant to Vendor's sole directions, 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, upon its awareness, shall give Vendor prompt written notice thereof. Vendor shall defend, and hold the Cooperative and the Cooperative member harmless, against any such claim or action and shall indemnify the Cooperative 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, 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 and refund the purchase price (less reasonable depreciation for use.)

18. Remedies for Default and Termination of Contract

Except as otherwise provided for in these Terms and Conditions, either party 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 ten (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 a ten (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:

- a) Delivery of product or services that fail to meet the item specifications;
- b) Delivery of product or services that are defective or substandard or fail to pass product inspection;

Page 57 of 61 SVCS.V.02.01.2018



- c) Delivery of a product substitution, except as specifically authorized;
- d) Failure to meet required delivery schedules;
- e) Failure to timely supply the awarded products or services at the contract price;
- f) Failure to timely remit any service fee due the Cooperative under the Contract or any other BuyBoard contract with Vendor, it parent company, or affiliates;
- g) Failure to provide, within a reasonable time and where required by the Contract, information reasonably requested by the Cooperative including, but not limited to, information requested under section E.12 of these Terms and Conditions;
- h) Processing a Purchase Order received directly from a Cooperative member, without prior written approval from the Cooperative's administrator;
- i) 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);
- j) Selling non-awarded goods or services under the Contract or any other BuyBoard contract with Vendor; or
- k) Vendor refusal, inability or loss of ability, to offer or provide awarded goods or services to Cooperative members in awarded regions or states unless caused by a Force Majeure event pursuant and subject to section E.19.

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 or its administrator may temporarily inactivate (suspend) Vendor from the BuyBoard website and as a BuyBoard vendor, suspend or remove any Vendor Designated Dealer from the BuyBoard website, or require removal of an awarded product with or without prior notice to Vendor, if the Cooperative or its administrator determines that a breach under the Contract or any other BuyBoard contract with Vendor, including nonpayment of service fees, or a potential public health, policy, or safety issue warrants such action, and the temporary inactivation will remain in effect pending further action or termination of the Contract by the Cooperative or its administrator. 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.

A Cooperative member has no authority to terminate the Contract at the Cooperative level for default, but may terminate a Purchase Order or refuse to accept delivery as provided for in these Terms and Conditions or for Vendor's material breach of a term or condition included in a member Purchase Order or supplemental contract. Additionally, the Cooperative and Cooperative members may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs.

Neither the Cooperative nor a Cooperative member will 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 valid reason for not considering any future proposals from the defaulting Vendor.

Page 58 of 61 SVCS.V.02.01.2018



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 products and services sold to Cooperative members prior to such termination.

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; 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. Neither the Cooperative nor a Cooperative member will be responsible for any cost incurred by Vendor because of the Force Majeure event unless 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 regards 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 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 person 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 product 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

Page 59 of 61 SVCS.V.02.01.2018



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 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.

Page 60 of 61 SVCS.V.02.01.2018



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 required pursuant to section B.13 (Proposal Signatures) of these Terms and Conditions with respect to Proposals and related documentation or 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 by facsimile or as an imaged document, and an electronic, facsimile or imaged 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.

Page 61 of 61 SVCS.V.02.01.2018