

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

## NOTICE OF PROPOSAL INVITATION

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

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

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

Completed sealed proposals for **Proposal No. 723-23 for Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Service** must be received ***on or before 4:00 PM August 24, 2023***, either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission as set out in the Instructions to Proposers. **Late proposals will not be accepted.**

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

The Local Government Purchasing Cooperative  
**Attn:** TASB Asst. Division Director, Cooperative Procurement  
12007 Research Blvd.  
Austin, TX 78759  
**E-Mail:** bids@buyboard.com

## PROPOSAL INVITATION NO. 723-23

### TABLE OF CONTENTS

	<b>Page</b>
<b>NOTICE AND INSTRUCTIONS</b>	
Notice of Proposal Invitation	1
Instructions to Proposers	4
<b>GENERAL INFORMATION</b>	
General Information	7
<b>PROPOSAL FORMS</b>	
Proposer's Acceptance and Agreement	11
<b>PROPOSAL FORMS PART 1: COMPLIANCE FORMS</b>	
Proposal Acknowledgements	12
Felony Conviction Disclosure	13
Resident/Nonresident Certification	14
Debarment Certification	14
Vendor Employment Certification	14
No Boycott Verification	15
No Excluded Nation or Foreign Terrorist Organization Certification	16
Historically Underutilized Business Certification	16
Acknowledgement of BuyBoard Technical Requirements	16
Construction-Related Goods and Services Affirmation	17
Deviation and Compliance	18
Vendor Consent for Name Brand Use	19
Confidential/Proprietary Information	20
EDGAR Vendor Certification	22
Compliance Forms Signature Page	26
<b>PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS</b>	
Vendor Business Name	27
Vendor Contact Information	28
Federal and State/Purchasing Cooperative Experience	28
Governmental References	29
Company Profile	29
Texas Regional Service Designation	30
State Service Designation	31
National Purchasing Cooperative Vendor Award Agreement	32
Local/Authorized Seller Listings	34
Manufacturer Dealer Designation	35



Proposal Invitation Questionnaire	36
Vendor Request to Self-Report BuyBoard Purchases	38
Proposal Specification Summary	39
Required Forms Checklist	51
<b>GENERAL TERMS AND CONDITIONS</b>	
General Terms and Conditions	52
<b>APPENDICES</b>	
Appendix I: BuyBoard Technical Requirements	78
Appendix II: Additional Terms and Conditions for BuyBoard Self-Reporting	81

## INSTRUCTIONS TO PROPOSERS

### Electronic Proposal Submission

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

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

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

#### *Before you submit*

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

#### *How to submit Proposal electronically*

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

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

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

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

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

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

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

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

## REQUIREMENTS FOR VENDOR CATALOGS/PRICELISTS IN PROPOSALS

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

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

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

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

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

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

## WITHDRAWAL OR MODIFICATION OF PROPOSALS

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

## GENERAL INFORMATION

### Proposal Invitation No. 723-23 Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Service

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

1. Notice of Proposal Invitation and Instructions to Proposers
2. General Information
3. Proposal Forms
4. Proposal Specifications
5. General Terms and Conditions
6. BuyBoard Technical Requirements
7. Additional Terms and Conditions for BuyBoard Self-Reporting

#### PROPOSAL SUBMISSION INSTRUCTIONS

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

#### INTENT AND PURPOSE OF THE CONTRACT

The intent of this Proposal Invitation is to solicit sealed Proposals to establish a contract for various types of Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Service that may be procured by Cooperative members. Because individual members require different equipment, supplies, and/or services, this Proposal Invitation is a request for the base price of each vehicle plus associated fees (with the exception of delivery), a discount off of catalog or pricelist for all options and upgrades, not-to-exceed hourly labor rates for installation and repair, and per mile delivery fees. Purchases can be made by a Cooperative member at any time during the Contract term. Except as provided in section E.4 of the General Terms and Conditions or otherwise in this Proposal Invitation, Vendor shall hold its Awarded Pricing firm during the Contract term. In the event of price decreases, such price decreases shall be allowed for all products.

#### TERM OF CONTRACT

The term of this contract will be from December 1, 2023, through November 30, 2024, with two possible one-year renewals.

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

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

#### VALUE OF CONTRACT

**The estimated value of this contract is \$253,180,892;** however, this estimate is based on prior contracts for similar types of products and services and should not be construed to be a guaranty of either a minimum or maximum amount since usage may be dependent upon multiple factors including Cooperative members' actual needs and available funding.

## SERVICE FEE

By submission of a response to this Proposal Invitation, it will be the vehicle dealer's responsibility to collect the BuyBoard Fee of **\$400 per purchase order** from the purchasing entity **for all vehicles, including cab, chassis, and options. This fee is NOT to be included in the price of the vehicles for the purpose of this proposal**; however, it must be shown as a line item price on the individual quotes to the purchaser.

An awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of **2% per Purchase Order for parts and repair/service labor** generated from any contract awarded under this Proposal Invitation, and **the service fee IS to be included in the price of parts and repair/service labor.**

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

## CONFIDENTIAL INFORMATION

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

## ADDITIONAL INFORMATION

Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

Vendors should propose direct replacement models if a vehicle/truck model specified has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase.



The Proposal Invitation seeks base model pricing for vehicles. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of order. All options are to be priced at standard government pricing. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items.

Any option that has not been listed and priced in the response are considered to be an "Unpublished Option". Unpublished Options may be sold, but only in connection with the sale of an awarded base product item, and only if the total cost of all "Unpublished Options" remains below twenty-five percent (25%) of the total cost of the base product plus any Published Options. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another Vendor.

### **AWARD AND EVALUATION**

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

### **COMPLIANCE WITH APPLICABLE LAWS**

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

### **BUYBOARD WEBSITE AND TECHNICAL REQUIREMENTS**

Information on awarded Contracts, including awarded products and services under this Proposal Invitation, will be available to Cooperative members on the online marketplace platform utilized by the Cooperative: the BuyBoard. Vendors should review and confirm Vendor's ability to meet the BuyBoard Technical Requirements contained in Appendix I of this Proposal Invitation. The BuyBoard Technical Requirements may be updated from time to time as set forth in the General Terms and Conditions. To the extent a Vendor is awarded a Contract under this Proposal Invitation but is unable to meet the applicable BuyBoard Technical Requirements and provide the information in the format required by those requirements, Vendor acknowledges that the information available on the BuyBoard for Vendor's awarded products or services may be limited. This may place Vendor at a disadvantage and impact the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services through the BuyBoard website.

To improve and enhance the experience of Cooperative members seeking to procure goods and services, the Cooperative may also, in its sole discretion, provide Vendors with an opportunity to have Vendor's logo, product images, and similar brand and trademark information included in the BuyBoard online marketplace in relation to Awarded Items. Vendors shall review the BuyBoard Vendor Consent for Name Brand Use included with the Proposal Forms in this Proposal Invitation.

## **PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED**

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

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

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



## PROPOSER'S ACCEPTANCE AND AGREEMENT

<p><b>Proposal Invitation Name</b> Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Service</p>	<p><b>Proposal Due Date/Opening Date and Time</b> August 24, 2023, at 4:00 PM</p>
<p><b>Proposal Invitation Number</b> 723-23</p>	<p><b>Location of Proposal Opening</b> Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759</p>
<p><b>Contract Term</b> December 1, 2023, through November 30, 2024, with two possible one-year renewals.</p>	<p><b>Anticipated Cooperative Board Meeting Date</b> October 2023</p>

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

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

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

## PROPOSAL FORMS PART 1: COMPLIANCE FORMS

### INSTRUCTIONS:

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

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

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

### PROPOSAL ACKNOWLEDGEMENTS

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

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

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

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

## FELONY CONVICTION DISCLOSURE

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

**Section 44.034 further states in Subsection (b):** "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

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

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

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

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

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

## RESIDENT/NONRESIDENT CERTIFICATION

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

Please check (✓) one of the following:

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

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

_____		_____	
Company Name		Address	
_____		_____	
City	State	Zip Code	

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

## DEBARMENT CERTIFICATION

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

## VENDOR EMPLOYMENT CERTIFICATION

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

Please check (✓) one of the following:

- Yes     No

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

## NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

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

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

## NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

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

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

## HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

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

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

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

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

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

## ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

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

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

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



## CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

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

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

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

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



## DEVIATION AND COMPLIANCE

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

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

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

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

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

List and fully explain any deviations you are submitting:

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

## VENDOR CONSENT FOR NAME BRAND USE

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

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

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

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

### OPT OUT:

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

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

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

## CONFIDENTIAL/PROPRIETARY INFORMATION

### A. Public Disclosure Laws

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

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

Please check (✓) one of the following:

- NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.
- YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

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

Confidential / Proprietary Information:

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*(Attach additional sheets if needed.)*

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

**B. Copyright Information**

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

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

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

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

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

*(Attach additional sheets if needed.)*

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

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

**D. Consent to Release Proposal Tabulation**

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

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

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

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

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

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

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

**YES**, I agree.

**NO**, I do not agree.

### 2. Termination for Cause or Convenience:

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

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

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

**YES**, I agree.

**NO**, I do not agree.

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

### 3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

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### 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 [beta.sam.gov](http://beta.sam.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

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

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

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

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

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

Vendor agrees to comply with the above requirements when applicable.

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

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

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

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

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

**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

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

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



**10. Procurement of Recovered Materials:**

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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**11. Domestic Preferences for Procurements:**

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

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

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

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

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

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**13. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(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.

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

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**14. General Compliance and Cooperation with Cooperative Members:**

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

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

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

## COMPLIANCE FORMS SIGNATURE PAGE

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

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

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Company Name

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Signature of Authorized Company Official

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Printed Name and Title

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Date

## PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

### INSTRUCTIONS:

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

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

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

### VENDOR BUSINESS NAME

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

#### Name of Proposing Company:

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

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

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

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

**Federal Employer Identification Number:** \_\_\_\_\_  
*(Vendor must include a completed IRS W-9 form with their Proposal)*

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

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## VENDOR CONTACT INFORMATION

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

### FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

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

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

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

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

#### CURRENT BUYBOARD VENDORS

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

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

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



## GOVERNMENTAL REFERENCES

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

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

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

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## COMPANY PROFILE

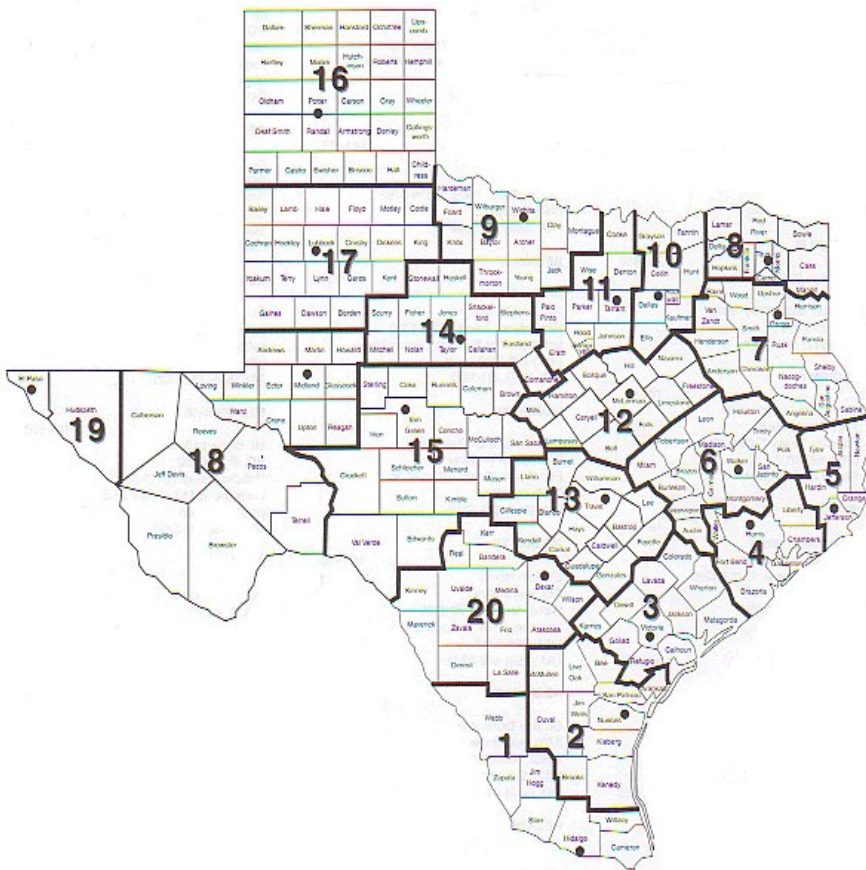
Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website.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

## TEXAS REGIONAL SERVICE DESIGNATION

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

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

### Regional Education Service Centers



#### Region and Headquarters

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

## STATE SERVICE DESIGNATION

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

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

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

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

Alabama  
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

Montana  
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

## NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

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

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

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

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

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

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

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

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

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





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

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

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

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

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

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

\_\_\_\_\_  
Date

## LOCATION/AUTHORIZED SELLER LISTINGS

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

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



## MANUFACTURER DEALER DESIGNATION

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

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

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

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

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

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

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

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

\_\_\_\_\_  
City

\_\_\_\_\_  
State

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

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

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

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

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



## PROPOSAL INVITATION QUESTIONNAIRE

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

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

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

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

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

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

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

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

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## VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

**Note:** *This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases.* Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

*By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.*

**NAME OF VENDOR:** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Vendor Authorized Representative**

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*(For Cooperative Administrator Use Only)*

**Approved by BuyBoard Administrator:** \_\_\_\_\_

**Effective/Start Date for Self-Reporting:** \_\_\_\_\_

## PROPOSAL SPECIFICATION SUMMARY

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

**PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

**PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

**PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase.

**PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

### **Section 1: Autocar Vehicles**

1. Base Model Price for **Autocar ACX 4x2** - Medium Duty, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins L9 350 HP with Allison 3000 RDS, 5 speed transmission, complete with all manufacturer's standard equipment.
2. Base Model Price for **Autocar ACMD 4x2** - Medium Duty, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins ISB 200 HP with Allison 3000 RDS transmission, complete with all manufacturer's standard equipment.
3. Base Model Price for **Autocar ACX 6x4** - Medium Duty, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins L9 350 HP with Allison 3000 RDS transmission, complete with manufacturer's standard equipment.
4. Base Model Price for **Autocar ACMD 6x4** - Medium Duty, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins L9 300 HP with Allison 3000 RDS, 6 speed transmission, complete with manufacturer's standard equipment.
5. Base Model Price for **Autocar DC-64R** - Heavy Duty, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins L9 300 HP with Allison 3000 RDS, 6 speed transmission, complete with manufacturer's standard equipment.

**Section 2: Autocar Model Vehicles OPTIONAL EQUIPMENT and PARTS**

6. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
7. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
8. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
9. Discount (%) off **Extended Service Maintenance Agreements**.
10. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**Section 3: Autocar Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

11. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
12. **Not to Exceed** hourly labor rate for Paint and Body Repair.
13. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

**Section 4: Battle Motors Vehicles**

14. Base Model Price for **Battle Motors Low Narrow Tilt – Diesel** - Heavy Duty, Low Entry Tilt Cab, Class 6, 7, and 8, GVWR 26,000 - 66,000 lbs., Cummins B6.7, 200-380 HP engine, Allison 3000 RDS transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.
15. Base Model Price for **Battle Motors Low Narrow Tilt II – Diesel** - Heavy Duty, Low Entry Tilt Cab, Class 7 and 8, GVWR 46,000 - 72,000 lbs., Cummins L9, 300 - 430 HP engine, Allison 3000 RDS transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.
16. Base Model Price for **Battle Motors Low Narrow Tilt II Crew Cab – Diesel** - Heavy Duty, Low Entry Tilt Crew Cab, Class 6 - 8, GVWR 46,000 - 72,000 lbs., Cummins L9, 300 - 430 HP engine, Allison 3500 RDS transmission, front axle 20,000lbs, tandem rear axle 40,000lbs, complete with all manufacturer's standard equipment.
17. Base Model Price for **Battle Motors Low Entry Tilt II – CNG** - Heavy Duty, Low Entry Tilt Cab, Class 7 and 8, GVWR 46,000 - 72,000 lbs., Cummins L9, 300 - 430 HP engine, Allison 3000 RDS transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.
18. Base Model Price for **Battle Motors Low Narrow Tilt – Electric** - Heavy Duty, Low Entry Tilt Cab, Class 6 - 8, GVWR 26,000 - 54,000lbs, BorgWarner Cascadia Motion HVH410-150, 500 HP, Direct Drive transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.
19. Base Model Price for **Battle Motors Low Narrow Tilt II – Electric** - Heavy Duty, Low Entry Tilt Cab, Class 6 - 8, GVWR 33,000 - 72,000lbs, BorgWarner Cascadia Motion HVH410-150, 500 HP, Two Speed Powershift transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.

**Section 5: Battle Motors Model Vehicles OPTIONAL EQUIPMENT and PARTS**

20. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
21. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
22. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
23. Discount (%) off **Extended Service Maintenance Agreements**.
24. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**Section 6: Battle Motors Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

25. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
26. **Not to Exceed** hourly labor rate for Paint and Body Repair.
27. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.



### **Section 7: Chevrolet Vehicles**

28. Base Model Price for **Chevrolet 4500HD** – Regular cab, Duramax 6.6L turbo diesel V8 engine optimized for medium duty applications, 350 horsepower and 700 lb.-ft. of torque, multiple Allison 6-speed close-ratio transmissions with double overdrive, complete with all manufacturer's standard equipment.
29. Base Model Price for **Chevrolet 5500HD** – Regular cab, Duramax 6.6L turbo diesel V8 engine optimized for medium duty applications, 350 horsepower and 700 lb.-ft. of torque, multiple Allison 6-speed close-ratio transmissions with double overdrive, complete with all manufacturer's standard equipment.
30. Base Model Price for **Chevrolet 6500HD** – Regular cab, Duramax 6.6L turbo diesel V8 engine optimized for medium duty applications, 350 horsepower and 700 lb.-ft. of torque, multiple Allison 6-speed close-ratio transmissions with double overdrive, complete with all manufacturer's standard equipment.
31. Base Model Price for **Chevrolet LCF 3500** – Low cab forward, regular cab, 6.6L V8 gasoline engine, 6-speed automatic transmission with double overdrive, 350 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment.
32. Base Model Price for **Chevrolet LCF 4500** – Low cab forward, regular cab, 6.6L V8 gasoline engine, 6-speed automatic transmission with double overdrive, 350 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment.
33. Base Model Price for **Chevrolet LCF 4500HD** – Low cab forward, regular cab, 5.2L turbocharged I-4 diesel engine, 6-speed automatic transmission with double overdrive and Power Take-Off (PTO) capability, 215 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment.
34. Base Model Price for **Chevrolet LCF 4500XD** – Low cab forward, regular cab, 5.2L turbocharged I-4 diesel engine, 6-speed automatic transmission with double overdrive and Power Take-Off (PTO) capability, 215 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment.
35. Base Model Price for **Chevrolet LCF 5500HD** – Low cab forward, regular cab, 5.2L turbocharged I-4 diesel engine, 6-speed automatic transmission with double overdrive and Power Take-Off (PTO) capability, 215 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment.
36. Base Model Price for **Chevrolet LCF 5500XD** – Low cab forward, regular cab, 5.2L turbocharged I-4 diesel engine, 6-speed automatic transmission with double overdrive and Power Take-Off (PTO) capability, 215 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment.
37. Base Model Price for **Chevrolet LCF 6500XD** – Low cab forward, regular cab, 6.7L Cummins turbo diesel engine, Allison 2550 Rugged Duty Series 6-speed automatic transmission with double overdrive and Standard Integrated Power Take-Off (PTO) capability, 260 horsepower and 660 lb.-ft. of torque, complete with all manufacturer's standard equipment.
38. Base Model Price for **Chevrolet LCF 7500XD** – Low cab forward, regular cab, 6.7L Cummins turbo diesel engine, Allison 2500 Rugged Duty Series 6-speed automatic transmission with double overdrive and Standard Integrated Power Take-Off (PTO) capability, 260 horsepower and 660 lb.-ft. of torque, complete with all manufacturer's standard equipment.

### **Section 8: Chevrolet Model Vehicles OPTIONAL EQUIPMENT and PARTS**

39. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
40. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
41. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
42. Discount (%) off **Extended Service Maintenance Agreements**.
43. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

### **Section 9: Chevrolet Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

44. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
45. **Not to Exceed** hourly labor rate for Paint and Body Repair.
46. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

### **Section 10: Dodge Ram Vehicles**

47. Base Model Price for **Ram Tradesman 4500 Chassis Regular Cab** – 6.4L V8, 6-speed automatic, gasoline engine, 370HP, complete with all manufacturer's standard equipment.
48. Base Model Price for **Ram Tradesman 4500 Chassis Crew Cab** – 6.4L V8, 6-speed automatic, gasoline engine, 370HP, complete with all manufacturer's standard equipment.
49. Base Model Price for **Ram Tradesman 5500 Chassis Regular Cab** – 6.4L V8, 6-speed automatic, gasoline engine, 370HP, complete with all manufacturer's standard equipment.
50. Base Model Price for **Ram Tradesman 5500 Chassis Crew Cab** – 6.4L V8, 6-speed automatic, gasoline engine, 370HP, complete with all manufacturer's standard equipment.

### **Section 11: Dodge Ram Model Vehicles OPTIONAL EQUIPMENT and PARTS**

51. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
52. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
53. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
54. Discount (%) off **Extended Service Maintenance Agreements**.
55. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

### **Section 12: Dodge Ram Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

56. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
57. **Not to Exceed** hourly labor rate for Paint and Body Repair.
58. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

### **Section 13: Ford Vehicles**

59. Base Model Price for **Ford F-650 SD Pro Loader Chassis Cab** - Regular Cab, 7.3L V8 gasoline engine, 335HP, 6-speed automatic with double overdrive, complete with all manufacturer's standard equipment.
60. Base Model Price for **Ford F-650 SD Pro Loader Chassis Cab** - Regular Cab, 6.7L V8 turbo diesel engine, 300HP, TorqShift HD 10-speed automatic with double overdrive, complete with all manufacturer's standard equipment.
61. Base Model Price for **Ford F-650 SD Straight Frame Chassis Cab** - Regular Cab, 7.3L V8 gasoline engine, 335HP, 6-speed automatic with double overdrive, complete with all manufacturer's standard equipment.
62. Base Model Price for **Ford F-650 SD Straight Frame Chassis Cab** - Regular Cab, 6.7L V8 turbo diesel engine, 300HP, TorqShift HD 10-speed automatic with double overdrive, complete with all manufacturer's standard equipment.
63. Base Model Price for **Ford F-750 SD Straight Frame Chassis Cab** - Regular Cab, 7.3L V8 gasoline engine, 335HP, 6-speed automatic with double overdrive, complete with all manufacturer's standard equipment.
64. Base Model Price for **Ford F-750 SD Straight Frame Chassis Cab** - Regular Cab, 6.7L V8 turbo diesel engine, 300HP, TorqShift HD 10-speed automatic with double overdrive, complete with all manufacturer's standard equipment.

### **Section 14: Ford Model Vehicles OPTIONAL EQUIPMENT and PARTS**

65. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
66. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
67. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
68. Discount (%) off **Extended Service Maintenance Agreements**.
69. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

### **Section 15: Ford Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

70. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
71. **Not to Exceed** hourly labor rate for Paint and Body Repair.
72. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

### **Section 16: Freightliner Vehicles**

73. Base Model Price for **Freightliner Model M2-106** - Medium Duty, Cab, Class 6 - 8; Cab and chassis, 66,000# GVW, Eaton 6 speed transmission, 200 HP, front axle 6,000lbs, rear axle 13,000lbs, complete with all manufacturer's standard equipment.
74. Base Model Price for **Freightliner Model 108SD** - Heavy Duty, Cab, Class 7/8, Cab and chassis, 3169,000# GVW, Eaton 9 speed transmission, 520 - 1250 HP, front axle 10,000lbs, rear axle 21,000lbs, complete with all manufacturer's standard equipment.
75. Base Model Price for **Freightliner Model M2-112** - Heavy Duty, Cab, Class 7/8, and chassis, 52,000# GVW, Detroit DD13 260 - 525 HP at 1625 RPM, Eaton 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.
76. Base Model Price for **Freightliner Model M2-112 Natural Gas** - Heavy Duty, Cab, Class 7/8, and chassis, 66,000# GVW, Detroit DD13 250 - 320 HP at 1625 RPM, Eaton 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.
77. Base Model Price for **Freightliner Model Cascadia 125** - Heavy Duty, Class 8, Cab and chassis, 52,000# GVW, Detroit DD15 350 - 615 HP at 1625 RPM, Eaton FR-15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.
78. Base Model Price for **Freightliner Model Natural Gas** - Heavy Duty, Class 8, Cab and chassis, 60,600# GVW, Detroit DD15 400 HP at 1625 RPM, Eaton FR-15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.
79. Base Model Price for **Freightliner Model 114SD** - Heavy Duty, Class 7/8, Cab and chassis, 92,000# GVW, Detroit DD13 260 - 525 HP at 1625 RPM, Eaton FR15210B, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.
80. Base Model Price for **Freightliner Model 114SD Natural Gas** - Heavy Duty, Class 7/8, Cab and chassis, 62,000# GVW, Detroit DD13 260 - 400 HP at 1625 RPM, Eaton FR15210B, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.
81. Base Model Price for **Freightliner Model eCascadia** - Heavy Duty, Class 8, Cab and chassis, 82,000# GVW, Detroit DD15425 HP (317 kW), Eaton FR-15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.
82. Base Model Price for **Freightliner Model eM2** - Medium Duty, Cab, Class 6/7, Typical Range 180 - 250 Miles, Cab and chassis, 26,000 - 33,000# GVW, Class 6 Continuous Horsepower, front axle 6,000lbs, rear axle 13,000lbs, complete with all manufacturer's standard equipment.
83. Base Model Price for **Freightliner Model EconicSD** - Heavy Duty, Class 8, Cab and chassis, Detroit DDS HP 350, Allison Automatic 3000 series 6-speed, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

### **Section 17: Freightliner Model Vehicles OPTIONAL EQUIPMENT and PARTS**

84. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
85. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
86. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
87. Discount (%) off **Extended Service Maintenance Agreements**.
88. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

### **Section 18: Freightliner Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

89. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
90. **Not to Exceed** hourly labor rate for Paint and Body Repair.
91. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

### **Section 19: Hino Vehicles**

92. Base Model Price for **Hino L7** - Medium Duty, Conventional Cab, 33,000 GVWR, BBC - 108", Engine: Cummins B6.7L, 260 hp at 2,500 rpm, complete with all manufacturer's standard equipment.
93. Base Model Price for **Hino L6** - Medium Duty, Conventional Cab, 23,000-25,950 GVWR, BBC - 108", Engine: Cummins B6.7L, 260 hp at 2,500 rpm, complete with all manufacturer's standard equipment.
94. Base Model Price for **Hino XL** - Medium Duty, Conventional Cab, 33,000 GVWR, BBC - 108", Engine: Cummins L9, 360 hp at 2,500 rpm, complete with all manufacturer's standard equipment.
95. Base Model Price for **Hino XL** - Medium Duty, Conventional Cab, 34,200-66,000 GVWR, BBC - 108", Engine: Cummins L9, 360 hp at 2,500 rpm, complete with all manufacturer's standard equipment.

### **Section 20: Hino Model Vehicles OPTIONAL EQUIPMENT and PARTS**

96. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
97. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
98. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
99. Discount (%) off **Extended Service Maintenance Agreements**.
100. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

### **Section 21: Hino Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

101. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
102. **Not to Exceed** hourly labor rate for Paint and Body Repair.
103. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

### **Section 22: International Vehicles**

104. Base Model Price for **International HV507 4x4** - Severe Duty, Class 6-7, Cummins B6.7 200 hp, 10,000 front axle, 17,500 rear axle, air brakes, 6 speed transmission, complete with all manufacturer's standard equipment.
105. Base Model Price for **International HV607 6x4** - Severe Duty, Class 8, Cummins L9 260 hp, 10,000# front axle, 40,000# rear axle, 10 speed transmission, air brakes, complete with all manufacturer's standard equipment.
106. Base Model Price for **International MV607 4x2** - Medium Duty, Class 6-7, Cummins B6.7 200 hp, 8000# front axle, hydraulic brakes, 17,500# rear axle, 6 speed transmission, complete with all manufacturer's standard equipment.
107. Base Model Price for **International HV613** - Severe Duty, Class 6-7, International A26 450 hp, 16,000# front axle, 40,000# rear axle, 6 speed transmission, air brakes, complete with all manufacturer's standard equipment.
108. Base Model Price for **International HV607 4x2** - Severe Duty, Class 6-7, Cummins B6.7 200 hp, 10,000# front axle, 17,500# rear axle, 6 speed transmission, air brakes, complete with all manufacturer's standard equipment.
109. Base Model Price for **International MV60E - Electric**, complete with all manufacturer's standard equipment.
110. Base Model Price for **International Lonestar** - Heavy Duty, Class 8, Cummins X15 565 565 565 hp, 18 speed transmission, 13,200# front axle, 40,000# rear axle, air brakes, complete with all manufacturer's standard equipment.
111. Base Model Price for **International HX520** - Severe Duty, Class 8, Cummins X15 565 hp, 18 speed transmission, 14,600# front axle, 46,000# rear axle, air brakes, complete with all manufacturer's standard equipment.
112. Base Model Price for **International HX615** - Severe Duty, Class 8, International A26 430 hp, 6 speed transmission, 20,000# front axle, 46,000# rear axle, air brakes, complete with all manufacturer's standard equipment.
113. Base Model Price for **International HX620 6x4** - Heavy Duty, Class 8, Cummins X15 450 hp, 10 speed transmission, 12,000# front axle, 40,000# rear axle, air brakes, complete with all manufacturer's standard equipment.
114. Base Model Price for **International LT625 6x4** - Heavy Duty, Class 8, International A26 410 hp, 10 speed transmission, 12,000# front axle, 40,000# rear axle, air brakes, complete with all manufacturer's standard equipment.
115. Base Model Price for **International HV513 4x2** - Heavy Duty, Class 8, International A26 365 hp, 12,000# front axle, 23,000# rear axle, air brakes, 10 speed transmission, complete with all manufacturer's standard equipment.
116. Base Model Price for **International RH613 4x2** - Heavy Duty, Class 8, International A26 370 hp, 12,000# front axle, 23,000# rear axle, 10 speed, air brakes, complete with all manufacturer's standard equipment.
117. Base Model Price for **International CV515** - Medium Duty, Class 4-5, International 6.6 350 hp, Allison automatic, 6000# front axle, 10,000# rear axle, hydraulic brakes, complete with all manufacturer's standard equipment.

### **Section 23: International Model Vehicles OPTIONAL EQUIPMENT and PARTS**

118. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
119. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
120. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
121. Discount (%) off **Extended Service Maintenance Agreements**.
122. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

### **Section 24: International Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

123. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
124. **Not to Exceed** hourly labor rate for Paint and Body Repair.
125. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

### **Section 25: Isuzu Vehicles**

126. Base Model Price for **Isuzu Cabover NPR** - Medium Duty, Class 3, Standard Cab, 12,000 GVWR, 6.6L GenV, 8-Cylinder gasoline engine, complete with all manufacturer's standard equipment.
127. Base Model Price for **Isuzu Cabover FTR** - Heavy Duty, Class 6, Standard Cab, 25,950 GVWR, Cummins B6.7L Diesel engine, complete with all manufacturer's standard equipment.
128. Base Model Price for **Isuzu Cabover FVR** - Heavy Duty, Class 7, Standard Cab, 33,000 GVWR, Cummins B6.7L Diesel engine 260, complete with all manufacturer's standard equipment.
129. Base Model Price for **Isuzu Cabover N-Series EV** - 235 miles of range both AC and DC fast charging, 19,500-pound GVWR for powerful Class 5, complete with all manufacturer's standard equipment.
130. Base Model Price for **Isuzu Cabover NPR-HD** - 14,500 GVWR, 5.2L I4 Turbocharged engine, complete with all manufacturer's standard equipment.
131. Base Model Price for **Isuzu Cabover NQR** - Medium Duty, Class 5, 17,950 GVWR, 6.6L GMPT L8T GENV, 8-Cylinder gasoline engine, complete with all manufacturer's standard equipment.

### **Section 26: Isuzu Model Vehicles OPTIONAL EQUIPMENT and PARTS**

132. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
133. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
134. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
135. Discount (%) off **Extended Service Maintenance Agreements**.
136. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

### **Section 27: Isuzu Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

137. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
138. **Not to Exceed** hourly labor rate for Paint and Body Repair.
139. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

### **Section 28: Kenworth Vehicles**

140. Base Model Price for **Kenworth Model C500** - Heavy Duty, 150,000 lb. GVWR, Conventional Cab, Cummins ISX 15 Engine, complete with all manufacturer's standard equipment.
141. Base Model Price for **Kenworth Model T180** - Medium Duty, 19,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.
142. Base Model Price for **Kenworth Model T280** - Medium Duty, 26,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.
143. Base Model Price for **Kenworth Model T380** - Medium Duty, Class 7, 33,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.
144. Base Model Price for **Kenworth Model T480** - Medium Duty, Class 8, 66,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.

145. Base Model Price for **Kenworth Model K270** - Medium Duty, Class 6, 26,000 lb. GVWR, COE Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.
146. Base Model Price for **Kenworth Model K270E** - Medium Duty, Class 6, 26,000 lb. GVWR, Hydraulic 55 Degree Tilting Steel Cab, HV2600, 355HP Emotor, Two PACCAR 700 CCA Batteries - 200 mile range, complete with all manufacturer's standard equipment.
147. Base Model Price for **Kenworth Model K370** - Medium Duty, Class 7, 33,000 lb. GVWR, Hydraulic 55 Degree Tilting Steel Cab, HV2600, 355HP Emotor, Two PACCAR 700 CCA Batterie, complete with all manufacturer's standard equipment.
148. Base Model Price for **Kenworth Model K370E** - Medium Duty, Class 7, 33,000 lb. GVWR, Hydraulic 55 Degree Tilting Steel Cab, HV2600, 355HP Emotor, Two PACCAR 700 CCA Batteries - 200 mile range, complete with all manufacturer's standard equipment.
149. Base Model Price for **Kenworth Model T680** - Heavy Duty, Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment.
150. Base Model Price for **Kenworth Model T680 FCEV** - Heavy Duty, Class 8, 82,000 lbs Max GVWR, Conventional Cab, Toyota's 310kW Dual Motor Assembly/415 Hp and Gen 2 Dual Fuel Cell Module, 58.8 Kg Hydrogen Storage, 450 Miles of Range, complete with all manufacturer's standard equipment.
151. Base Model Price for **Kenworth Model T680E** - Heavy Duty, Class 8, Conventional Cab, 396 kWh battery, CCS1 DC Fast Charging, 150 Miles of Range, complete with all manufacturer's standard equipment.
152. Base Model Price for **Kenworth Model T800** - Heavy Duty, Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment.
153. Base Model Price for **Kenworth Model T880** - Medium Duty, Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment.
154. Base Model Price for **Kenworth Model W900L** - Heavy Duty, Class 8, 33,001+ lb. GVWR, Conventional Cab, Extended Hood, Cummins X15 Engine, complete with all manufacturer's standard equipment.
155. Base Model Price for **Kenworth Model W990** - Heavy Duty, Conventional Cab, PACCAR MX-13 Engine, complete with all manufacturer's standard equipment.

#### **Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS**

156. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
157. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
158. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
159. Discount (%) off **Extended Service Maintenance Agreements**.
160. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

#### **Section 30: Kenworth Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

161. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
162. **Not to Exceed** hourly labor rate for Paint and Body Repair.
163. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

#### **Section 31: Mack Model Vehicles**

164. Base Model Price for **Mack Granite** - Heavy Duty, Class 8, 35,000 - 92,000+ GVW, Mack MP7 engine, 325 - 505 HP, day cab, Eaton-Fuller Manual Transmission, front axle Mack UniMax Axles with Integrated Hub, Drive Axles Meritor "S" Cam Q-Plus Brakes, complete with all manufacturer's standard equipment.
165. Base Model Price for **Mack TERRAPRO** - Heavy Duty, Class 8, 35,000 - 81,000+ GVW, Mack MP7 engine, 325 - 505 HP, day cab, mDRIVE HD and XHD Transmission, front axle Mack UniMax, Drive Axles Mack C150/151 Series, complete with all manufacturer's standard equipment.
166. Base Model Price for **Mack LR** - Heavy Duty, Class 8, Low Entry Cabover, 43,000 - 72,000 GVW, Mack MP7 engine, 320-355 HP, Allison 4500 Series transmission, front axle Mack FXL20, rear axle Mack C150/151 Axle Carriers, complete with all manufacturer's standard equipment.

167. Base Model Price for **Mack LR Electric** - Heavy Duty, Low Entry Cabover, 66,000 lbs GVWR, 2 AC motors with 400kW Peak (536 hp) & 334 kW (448 hp) continuous power, 4 NMC lithium-ion batteries, 600V, Up to 150kW charge power with max current of 200A, 550-750 volts charging system, Allison 4500 Series transmission, front axle Mack FXL20, rear axle Mack S462R, complete with all manufacturer's standard equipment.
168. Base Model Price for **Mack Pinnacle** - Heavy Duty, Class 8, 35,000 - 62,000 GVW, Mack MP8 engine, day cab, 415-505 HP, Maxitorque ES transmission, S38/40 Series Axle, complete with all manufacturer's standard equipment.
169. Base Model Price for **Mack MD Series** - Heavy Duty, Cummins B6.7 Engine, 220hp/600 lb. ft, Allison 2500HS 6-speed transmission, complete with all manufacturer's standard equipment.
170. Base Model Price for **Mack MD Electric** - Heavy Duty, Class 6, NMC Battery packs, CCS1 Charging, 140 miles (2 batteries) max range, 150 KWH battery capacity (2 batteries), 260 Peak HP, complete with all manufacturer's standard equipment.
171. Base Model Price for **Mack Anthem** - Heavy Duty, Class 8, 35,000 - 62,000 GVW, MP7 Engine, 415 - 505 HP, day cab, Eaton-Fuller transmission, complete with all manufacturer's standard equipment.

### **Section 32: Mack Model Vehicles OPTIONAL EQUIPMENT and PARTS**

172. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
173. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
174. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
175. Discount (%) off **Extended Service Maintenance Agreements**.
176. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

### **Section 33: Mack Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

177. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
178. **Not to Exceed** hourly labor rate for Paint and Body Repair.
179. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

### **Section 34: Mitsubishi Vehicles**

180. Base Model Price for **Mitsubishi Cabover TV** - Heavy Duty, 33,500 GVW, 4-stroke cycle, water cooled direct injection, turbocharged diesel engine, G330-12K, Electronic-automated unsynchronized transmission, complete with all manufacturer's standard equipment.
181. Base Model Price for **Mitsubishi Cabover Canter** - Light Duty, 6,500 GVW, 4V21 engine, Synchromesh manual transmission, complete with all manufacturer's standard equipment.
182. Base Model Price for **Mitsubishi Cabover FA/FI** - Medium Duty, 9,600 GVW, Compression Ignition, 4 Stroke, Direct injection, turbocharged diesel engine, MO36S6, Mechanical, 6 forward + 1 reverse transmission, complete with all manufacturer's standard equipment.
183. Base Model Price for **Mitsubishi Cabover Fighter** - Medium Duty, 7.5t GVW, 4V20 Intercooler Turbo engine, complete with all manufacturer's standard equipment.
184. Base Model Price for **Mitsubishi Cabover FJ** - Heavy Duty, 25,000 GVW, Compression Ignition, 4 Stroke, Direct Injection, turbocharged inter cooled engine, G85 Synchromesh type 6 Forward + 1 Reverse manual transmission, complete with all manufacturer's standard equipment.
185. Base Model Price for **Mitsubishi Cabover FO** - Heavy Duty, 31,000 Max GVW, 4-stroke cycle, water cooled direct injection, turbocharged diesel engine, 9-speed manual transmission, complete with all manufacturer's standard equipment.
186. Base Model Price for **Mitsubishi Cabover eCanter Electric** - Light Duty, GVW 6t Class, Standard cab, all electric, S Battery, complete with all manufacturer's standard equipment.

### **Section 35: Mitsubishi Model Vehicles OPTIONAL EQUIPMENT and PARTS**

187. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
188. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
189. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
190. Discount (%) off **Extended Service Maintenance Agreements**.
191. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

### **Section 36: Mitsubishi Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

192. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
193. **Not to Exceed** hourly labor rate for Paint and Body Repair.
194. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

### **Section 37: Peterbilt Vehicles**

195. Base Model Price for **Peterbilt Model 220** - Medium Duty, Cab over engine, Paccar PX7 engine, 220 HP, Allison 2500 HS transmission, 26,000 GVWR, front gross axle weight 12,000 lbs., rear gross axle weight 17,000-21,000 lbs., complete with all manufacturer's standard equipment.
196. Base Model Price for **Peterbilt Model 520** - Heavy Duty, Cab over engine, Paccar PX9 350 HP, 3000 RDS transmission, 57.6" BBC, 33,000 GVWR, front gross axle weight 12,000-22,000 lbs., rear gross axle weight 23,000-46,000 lbs., complete with all manufacturer's standard equipment.
197. Base Model Price for **Peterbilt Model 365** - Heavy Duty, Conventional cab, Paccar MX13, 455 HP, Fuller 10 transmission, front gross axle weight 12,000-22,000lbs, rear gross axle weight 21,000-70,000lbs, 33,000 GVWR, 115" BBC, complete with all manufacturer's standard equipment.
198. Base Model Price for **Peterbilt Model 367** - Heavy Duty, Conventional cab, Paccar MX13, 455 HP, Fuller 10 transmission, front gross axle weight 12,000-22,000lbs, rear gross axle weight 21,000-70,000lbs, 52,000 GVWR, 123" BBC, complete with all manufacturer's standard equipment.
199. Base Model Price for **Peterbilt Model 389** - Heavy Duty Conventional cab, Paccar MX-13 engine, 455 HP, Fuller 10 speed transmission, front gross axle weight 12,000 lbs., rear gross axle weight 38,000 lbs., 50,000 GVWR, 123" BBC, complete with all manufacturer's standard equipment.
200. Base Model Price for **Peterbilt Model 589** - Heavy Duty, Engine PACCAR MX-13, Transmissions PACCAR TX-12, Front Axle PACCAR, Dana, Meritor, Rear Axle PACCAR, Dana, Meritor, complete with all manufacturer's standard equipment.
201. Base Model Price for **Peterbilt Model 548** - Medium Duty, Transmission PACCAR 8-Speed Automatic Transmission, Front Axle PACCAR 20K, Rear Axle All Current Carry Over, Rear Suspension Single Drive: 13.5k – 31k, complete with all manufacturer's standard equipment.
202. Base Model Price for **Peterbilt Model 567** - Medium Duty, Conventional Aero cab vocational unit, Paccar MX13 engine, 455 HP, Fuller 10 speed transmission, front gross axle weight 12,000-22,000 lbs., rear gross axle weight 21,000-70,000 lbs., 33,000 and up GVWR, 115" BBC, complete with all manufacturer's standard equipment.
203. Base Model Price for **Peterbilt Model 537** - Medium Duty, Transmission PACCAR 8-Speed Automatic Transmission, Front Axle PACCAR 20K, Rear Axle All Current Carry Over, Rear Suspension Single Drive: 13.5k – 31k, complete with all manufacturer's standard equipment.
204. Base Model Price for **Peterbilt Model 536** - Medium Duty, Transmission PACCAR 8-Speed Automatic Transmission, Front Axle PACCAR 20K, Rear Axle All Current Carry Over, Rear Suspension Single Drive: 13.5k – 31k, complete with all manufacturer's standard equipment.
205. Base Model Price for **Peterbilt Model 535** - Medium Duty, Transmission PACCAR 8-Speed Automatic Transmission, Front Axle PACCAR 20K, Rear Axle All Current Carry Over, Rear Suspension Single Drive: 13.5k – 31k, complete with all manufacturer's standard equipment.
206. Base Model Price for **Peterbilt Model 579** - Heavy Duty, Aero cab, Paccar MX-13 engine, 455 HP, Paccar 12-Speed Auto transmission, front gross axle weight 12,000-20,000 lbs., rear gross axle weight 38,000-46,000 lbs., 50,000 GVWR, 117" BBC, complete with all manufacturer's standard equipment.



### **Section 38: Peterbilt Model Vehicles OPTIONAL EQUIPMENT and PARTS**

- 207. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
- 208. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
- 209. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
- 210. Discount (%) off **Extended Service Maintenance Agreements**.
- 211. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

### **Section 39: Peterbilt Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

- 212. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
- 213. **Not to Exceed** hourly labor rate for Paint and Body Repair.
- 214. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

### **Section 40: Volvo Vehicles**

- 215. Base Model Price for **Volvo VNL** - Heavy Duty, 122.4" BBC, 50,000 GVW, Fuller 10 speed transmission, D13 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.
- 216. Base Model Price for **Volvo VNX** - Heavy Duty 122.4" BBC, 50,000 GVW, Fuller 10 speed transmission, D13 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.
- 217. Base Model Price for **Volvo VNR** - Heavy Duty 113" BBC, 33,000 GVW, Fuller 10 speed transmission, D11 engine, conventional cab, single axle, complete with all manufacturer's standard equipment.
- 218. Base Model Price for **Volvo VNR Electric** - Up to 230 miles, Up to 33,000 GVW, Local distribution and regional transportation with planned routes and frequent stops. Including food and beverage and other short driving cycle services, complete with all manufacturer's standard equipment.
- 219. Base Model Price for **Volvo VAH** - Heavy Duty 113.6" Daycab designed to provide outstanding performance for urban deliveries. Volvo D11 325-425 hp 1250-1550 lb.- ft. Volvo I-Shift - 12 speed Eaton - 10 speed, complete with all manufacturer's standard equipment.
- 220. Base Model Price for **Volvo VHD** - Heavy Duty Volvo D11 325-425 hp 1250-1550 lb-ft. Volvo D13 405-500 hp 1450-1900 lb-ft, complete with all manufacturer's standard equipment.

### **Section 41: Volvo Model Vehicles OPTIONAL EQUIPMENT and PARTS**

- 221. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
- 222. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
- 223. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
- 224. Discount (%) off **Extended Service Maintenance Agreements**.
- 225. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

### **Section 42: Volvo Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

- 226. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
- 227. **Not to Exceed** hourly labor rate for Paint and Body Repair.
- 228. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

### **Section 43: Western Star Vehicles**

- 229. Base Model Price for **Western Star 47X** - Medium Duty, Engine Displacement 9L to 13L Horsepower/ Torque 260/860 to 525/1,850, complete with all manufacturer's standard equipment.
- 230. Base Model Price for **Western Star 49X** - Medium Duty, Engine Displacement 12L to 16L Horsepower/ Torque 350/1,350 to 605/2,050 complete with all manufacturer's standard equipment.
- 231. Base Model Price for **Western Star 57X** - Heavy Duty, Engine Detroit DD13 Gen 5 370-525 HP, 1250-1850 lb.-ft, Transmission Detroit DT12 Direct and Overdrive AMT, complete with all manufacturer's standard equipment.

**Section 44: Western Star Model Vehicles OPTIONAL EQUIPMENT and PARTS**

- 232. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
- 233. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
- 234. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
- 235. Discount (%) off **Extended Service Maintenance Agreements**.
- 236. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**Section 45: Western Star Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

- 237. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
- 238. **Not to Exceed** hourly labor rate for Paint and Body Repair.
- 239. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

## REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

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

### PROPOSAL FORMS PART 1: COMPLIANCE FORMS

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

### PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

- Reviewed/Completed: **Vendor Business Name**
- Reviewed/Completed: **Vendor Contact Information** *(complete in electronic proposal submission system)*
- Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
- Reviewed/Completed: **Governmental References**
- Reviewed/Completed: **Company Profile**
- Reviewed/Completed: **Texas Regional Service Designation** *(complete in electronic proposal submission system)*
- Reviewed/Completed: **State Service Designation** *(complete in electronic proposal submission system)*
- Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
- Reviewed/Completed: **Local/Authorized Seller Listings**
- Reviewed/Completed: **Manufacturer Dealer Designation**
- Reviewed/Completed: **Proposal Invitation Questionnaire**
- Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*
- Reviewed/Completed: **Proposal Specifications, Manufacturer Authorization Letters, Franchise Motor Vehicle Dealer Certificate from Texas or other state Department of Motor Vehicles, Applicable Dealer License, and Vehicle Options List** *with discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.*

## GENERAL TERMS AND CONDITIONS

### A. General Provisions

#### 1. Statement of Inclusion/Applicability

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

#### 2. Organization and Section Titles

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

#### 3. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **B. Proposal Requirements**

### **1. Specifications**

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

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

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

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

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

## 2. Proposal Pricing

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

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

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

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

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

Unless specified otherwise in this Proposal Invitation:

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

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

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

### 3. Quality

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

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

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

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

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

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

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

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

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

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

## **5. Addenda**

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

## **6. Samples**

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

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

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

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

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



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

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

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

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

**(a) Vendor Compliance**

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

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

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

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

**(b) Confidential/Proprietary Information**

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

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

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

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

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

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

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

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

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

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

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

## 12. Certifications

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

### (a) Non-Collusion Certification

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

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

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

Vendor agrees and certifies to the following:

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

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

### 13. Proposal Signatures

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

### 14. No Reimbursement

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

## C. Proposal Evaluation

### 1. General

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

### 2. Best Value Criteria

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

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

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

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

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

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

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

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

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

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

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

## D. Contract Award

### 1. Notice of Award and Related Matters

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

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

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

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

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

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

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

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

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

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

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

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

## **E. Contract Performance**

### **1. Contract Term**

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

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

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

## 2. Prevailing Wages, Bonding and Insurance Requirements

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

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

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

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

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

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

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

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

## 4. Awarded Pricing

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

### (a) Price Increases

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



### 1) Line Item/Unit Pricing

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

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

### 2) Discount Off Catalog or Pricelist

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

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

### 3) Labor Rates

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

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

**(b) Price Decreases**

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

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

**(c) Exceeding Awarded Pricing Prohibited**

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

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

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

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

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

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

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

## 6. Packing Lists, Invoices and Payments

### (a) Packing Lists, Vendor Invoices

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

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

### (b) Payments

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

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

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

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

## 8. Product Updates and Substitutions

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

**(a) Updated Catalogs**

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

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

**(b) Substitutes**

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

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

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

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

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

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

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

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

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

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

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

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

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

### (a) BuyBoard Website and Vendor Information

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **12. Service Fee**

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

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

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

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

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

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

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

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

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

### **14. Sales Tax**

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



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

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

### **16. Indemnification**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**19. Force Majeure**

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

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

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

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

**F. Miscellaneous**

**1. Assignment**

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

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

## **2. Notices**

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

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

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

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

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

## **5. Waiver**

No claim or right arising out of a breach of the Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. A party's failure to require strict performance of any provision of the Contract does not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.

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

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

**7. Right to Assurance**

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

**8. Non-Appropriations Clause**

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

**9. Invalid Term or Condition**

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

**10. Remedies Cumulative**

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

**11. Signatures**

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

**12. Right of Setoff**

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

## APPENDIX I

### BUYBOARD TECHNICAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

***DESIRED RESULT:***

*Product A - 1234567 - EA (different vendor product numbers)*

*Product B - 1234568 - EA*

*-OR-*

*Product A - 1234567 - EA (same vendor product number, different UOM)*

*Product B - 1234567 - PK*

***WRONG:***

*Product A - 1234567 - EA*

*Product B - 1234567 - EA*



## APPENDIX II

### ADDITIONAL TERMS AND CONDITIONS FOR BUYBOARD SELF-REPORTING

The following additional terms and conditions shall apply to any approved Vendor Request to Self-Report BuyBoard Purchases:

1. **BuyBoard Contracts Subject to Self-Reporting.** Authorization to self-report shall apply only to a Contract awarded under this Proposal Invitation. To the extent Vendor is awarded on another BuyBoard contract or contracts, separate authorization to self-report for such other contract(s) is required.
2. **Monthly Vendor Reports.** Vendor shall submit reports of Cooperative member purchases monthly to the Cooperative Administrator ("Monthly Vendor Reports"). All Monthly Vendor Reports shall be provided to BuyBoard at [contractadmin@buyboard.com](mailto:contractadmin@buyboard.com) no later than the 10<sup>th</sup> day of the month. The Monthly Vendor Reports shall include a list of all purchase orders completed and invoiced by Vendor during the preceding month for BuyBoard members. Monthly Vendor Reports shall include any and all information reasonably required by, and in such format as may be reasonably required by, the BuyBoard Administrator from time to time. At a minimum, Monthly Vendor Reports shall include:
  - i. BuyBoard member name;
  - ii. Purchase Order amount;
  - iii. Purchase Order number;
  - iv. Date Purchase Order submitted to vendor;
  - v. Date purchase executed / completed / delivered;
  - vi. List of any Purchase Orders on prior Monthly Vendor Report(s) subsequently canceled;
  - vii. General description of purchase, including Vendor's awarded BuyBoard contract number and category or categories under which the purchase was made; and
  - viii. Final purchase amount total (as invoiced to BuyBoard member);
  - ix. Invoice Date.
3. **Reconciling Self-Reported Information and Discrepancies.** BuyBoard may, in its sole discretion, periodically send information to Cooperative members listing all purchases self-reported by Vendor for the Cooperative member and/or request reports from Cooperative members containing purchase order data. If discrepancies are noted or reported by the Cooperative member as a result of such report or otherwise, Vendor agrees to promptly respond and cooperate with the Cooperative and/or Cooperative members to reconcile and correct any discrepancies. Vendor further agrees to promptly respond to requests and comply with any reasonable request for information and documentation by the Cooperative or a Cooperative member to assist in such reconciliation.
4. **Vendor Accounts.** Recognizing that Cooperative members seeking best value may wish to compare pricing from multiple cooperatives when considering individual purchases, the Cooperative expects Vendor to honor any request by a Cooperative member to make a purchase through the Contract and expects that Vendor will not seek to limit or inhibit a Cooperative member from making individual purchases through the purchasing cooperative of its choice, regardless of the Cooperative member establishing an account with Vendor designating BuyBoard as its cooperative.
5. **Vendor Obligation Comply with BuyBoard Contract.** Nothing in an authorization to self-report shall be deemed to waive any of Vendor's obligations under the General Terms and Conditions of the Contract, including but not limited to Vendor's obligations to honor Cooperative member Purchase Orders and pay all service fees on such Purchase Orders. Nothing shall require Cooperative members to utilize Vendor's self-reporting option to make purchases under the Contract. Vendor shall process all Purchase Orders, including any Purchase Orders received directly through the BuyBoard.

6. **Amendment.** These Additional Terms and Conditions for BuyBoard Self-Reporting are subject to amendment by the Cooperative at any time in its sole discretion. BuyBoard shall provide written notice to Vendor of any amendment, and the amendment shall be effective thirty (30) days after the date of the written notice.
7. **Termination of Self-Report Authorization.** The Cooperative may terminate any authorization for Vendor to self-report at any time for any reason, in its sole discretion. Notice of termination, including the effective date of the termination, shall be provided to Vendor in writing. If Vendor at any time wishes to cease self-reporting BuyBoard member purchases, including after receipt of amended self-reporting terms or conditions as provided herein, Vendor shall provide the Cooperative with at least thirty (30) days prior written notice of its request to revoke, listing the effective date of such revocation in the notice. Any termination or revocation of an authorization to self-report shall pertain to Vendor self-reporting only and shall not affect an awarded Vendor's underlying BuyBoard contract.
8. **BuyBoard Contract Terms and Conditions.** Self-reporting is subject to the General Terms and Conditions of the Contract. Unless otherwise indicated, all capitalized terms used herein shall have the same meaning as set forth in the General Terms and Conditions of the Contract.
9. **Assignment.** An authorization to self-report is specific to Vendor and not subject to assignment. In the event a Vendor's awarded Contract is subsequently assigned to another vendor where permitted by the Contract, the Contract assignee must submit its own Vendor Request to Self-Report BuyBoard Purchases and receive approval of such request by the BuyBoard Administrator.

# Abilene Reporter-News

PART OF THE USA TODAY NETWORK

Certificate of  
Publication

TEXAS ASSOC OF SCHOOL BOARDS  
12007 RESEARCH BLVD

AUSTIN, TX 78759

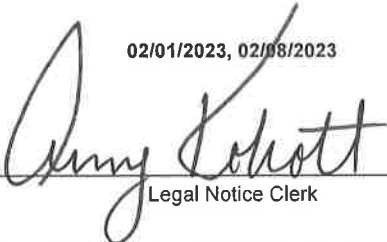
STATE OF WISCONSIN)  
))  
COUNTY OF BROWN)

Before me, the undersigned authority, on this day personally appeared representing the Abilene Reporter-News being duly sworn deposes and says that the following notice(s) published in said newspaper generally circulated in Brown, Callahan, Coleman, Comanche, Eastland, Erath, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Runnels, Scurry, Shackelford, Stephans, Stonewall, Taylor counties, Texas by:

TEXAS ASSOC OF SCHOOL BOARDS

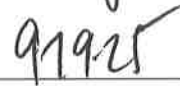
On the following issue(s) dated to wit:

02/01/2023, 02/08/2023

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

On this August 22, 2023, I certify that the attached document is a true and exact copy made by the publisher.:

  
\_\_\_\_\_  
Notary Public, State of Wisconsin, County of Brown

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

Publication Cost: \$1,065.00  
Ad No: 0005576614  
Customer No: 1225040  
PO #:

# of Affidavits: 1

This is not an invoice

VICKY FELTY  
Notary Public  
State of Wisconsin

Texas Association of School  
Boards-Local Government  
Purchasing Cooperative

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

708-23 Auction Services,  
3/23/2023 at 4:00 PM, 9/1/2023  
to 8/31/2026

709-23 Pest Control Man-  
agement Services, 4/6/2023  
at 4:00 PM, 9/1/2023 to  
8/31/2026

710-23 Election Voting  
Systems Equipment and  
Supplies, 4/13/2023 at 4:00  
PM, 9/1/2023 to 8/31/2026

711-23 Outdoor Street  
Lighting, 4/20/2023 at 4:00  
PM, 9/1/2023 to 8/31/2026

712-23 Musical Instru-  
ments, Equipment, and In-  
strument Repair Services,  
4/27/2023 at 4:00 PM, 9/1/2023  
to 8/31/2026

713-23 Copier Equipment  
and Supplies, 5/18/2023 at  
4:00 PM, 9/1/2023 to 8/31/2026

714-23 Mobile Command,  
Emergency Management,  
and Bio-Terrorist Vehicles,  
5/25/2023 at 4:00  
PM, 9/1/2023 to 8/31/2026

715-23 Automotive Parts,  
Fluids, Equipment, and  
Maintenance Services,  
6/1/2023 at 4:00 PM, 12/1/2023  
to 11/30/2026

716-23 Copy/Print and  
Document Management  
Services, 6/8/2023 at 4:00  
PM, 12/1/2023 to 11/30/2026

717-23 Water Utility Me-  
ters and Monitoring Sys-  
tems, 6/15/2023 at 4:00 PM,  
12/1/2023 to 11/30/2026

718-23 Unmanned Aerial  
Vehicles and Surveillance  
Services, 6/22/2023 at 4:00  
PM, 12/1/2023 to 11/30/2026

719-23 Electric Vehicle  
Charging Stations, 6/29/2023  
at 4:00 PM, 12/1/2023 to  
11/30/2026

720-23 HVAC Equipment,  
Supplies, and Installation of  
HVAC Equipment, 7/13/2023  
at 4:00 PM, 12/1/2023 to  
11/30/2026

721-23 Underground Utili-  
ty Location Services,  
7/20/2023 at 4:00 PM,  
12/1/2023 to 11/30/2026

722-23 School Buses,  
Parts, and Maintenance Re-  
pair Service, 8/10/2023 at  
4:00 PM, 12/1/2023 to  
11/30/2026

723-23 Heavy Duty  
Trucks, Parts, and Mainte-  
nance Repair Service,  
8/17/2023 at 4:00 PM,  
12/1/2023 to 11/30/2026

724-23 Vehicles, Police  
Motorcycles, Trucks, Parts,  
and Maintenance Repair  
Service, 8/24/2023 to 4:00  
PM, 12/1/2023 to 11/30/2026

“Completed sealed propos-  
als will be received by the  
Local Government Purchas-  
ing Cooperative either by  
submitting the Proposal  
electronically through the  
Cooperative’s designated  
website or by hard copy  
submission at Local  
Government Purchasing Co-  
operative, Cooperative Pur-  
chasing Office, 12007 Re-  
search Blvd., Austin, TX  
78759 or as set out in the In-  
structions to Proposers.”

NOTE: Proposal Invitations  
will be available at [www.vendor.buyboard.com](http://www.vendor.buyboard.com).  
The Cooperative reserves the

BROWNSVILLE  
**The Herald**

**PUBLISHER'S AFFIDAVIT**

I Sally Rodriguez, being duly sworn on her oath states that she is a representative of The Brownsville Herald and that the attached notice appeared in the following issues:

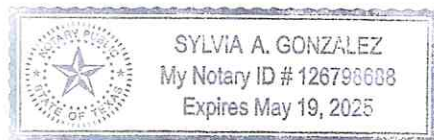
Date: January 18, 25, 2023

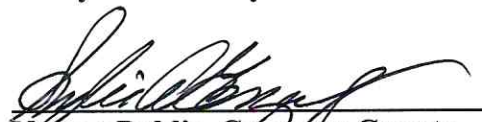
Acct: 40021292-Texas Asso. Of School Boards

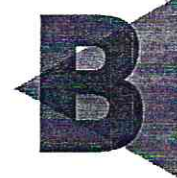
Ticket: 30224158-Request For Proposals

  
SALLY RODRIGUEZ

Subscribed and sworn to before me on this the 01st day of February 2023



  
Notary Public, Cameron County  
State of Texas



101 Legal / Bid Notices 101 Legal / Bid Notices 101 Legal / Bid Notices 101 Legal / Bid Notices 101 Legal / Bid Notices 101 Legal / Bid Notices 102 Bid Notices 102 Bid Notices 102 Bid Notices 102 Bid Notices

### Notice Bank Depository Applications

NOTICE IS HEREBY GIVEN that Applications in the form of sealed proposals will be accepted by the Brownsville Navigation District of Cameron County, Texas, from any bank, credit union, or saving association, **authorized to do business in the State of Texas** and regularly doing business within the territorial limits of the Brownsville Navigation District of Cameron County, Texas, desiring to be selected as Depository of the funds of said District.

All Applications must be sealed and delivered to Zeus Yanez, Director of Finance, at the Administrative Offices of the District, located at 1000 Foust Road, Brownsville, Texas, 78521 before 3:00 p.m. on February 1, 2023. All submissions must be clearly marked on the outside of the envelope "Application for Depository Services."

Vendor's name will be read aloud on February 1, 2023 at 3:00 p.m. Proposers are invited but not required to attend to listen to the proposal acknowledgment.

Applications must comply with the requirements set out in the "Requirements for Bank Depository Application" which may be obtained from the Director of Finance of the District or Port of Brownsville Website. [https://www.portofbrownsville.com/procurement\\_category/ftp/](https://www.portofbrownsville.com/procurement_category/ftp/).

THE RIGHT IS HEREBY RESERVED by the Board of Commissioners of said District to reject any or all Applications and to accept any proposal deemed most advantageous to the Port of Brownsville

01/11/2023, 01/18/2023, 01/25/2023

102 Bid Notices 102 Bid Notices 102 Bid Notices 102 Bid Notices 102 Bid Notices 102 Bid Notices

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

Proposal Number	Proposal Name	Proposal Deadline	Contract Effective Date	Contract Expiration Date
708-23	Auction Services	3/23/2023 at 4:00 PM	9/1/2023	8/31/2026
709-23	Pest Control Management Services	4/6/2023 at 4:00 PM	9/1/2023	8/31/2026
710-23	Election Voting Systems Equipment and Supplies	4/13/2023 at 4:00 PM	9/1/2023	8/31/2026
711-23	Outdoor Street Lighting	4/20/2023 at 4:00 PM	9/1/2023	8/31/2026
712-23	Musical Instruments, Equipment, and Instrument Repair Services	4/27/2023 at 4:00 PM	9/1/2023	8/31/2026
713-23	Copier Equipment and Supplies	5/18/2023 at 4:00 PM	9/1/2023	8/31/2026
714-23	Mobile Command, Emergency Management, and Bio-Terrorist Vehicles	5/25/2023 at 4:00 PM	9/1/2023	8/31/2026
715-23	Automotive Parts, Fluids, Equipment, and Maintenance Services	6/1/2023 at 4:00 PM	12/1/2023	11/30/2026
716-23	Copy/Print and Document Management Services	6/8/2023 at 4:00 PM	12/1/2023	11/30/2026
717-23	Water Utility Meters and Monitoring Systems	6/15/2023 at 4:00 PM	12/1/2023	11/30/2026
718-23	Unmanned Aerial Vehicles and Surveillance Services	6/22/2023 at 4:00 PM	12/1/2023	11/30/2026
719-23	Electric Vehicle Charging Stations	6/29/2023 at 4:00 PM	12/1/2023	11/30/2026
720-23	HVAC Equipment, Supplies, and Installation of HVAC Equipment	7/13/2023 at 4:00 PM	12/1/2023	11/30/2026
721-23	Underground Utility Location Services	7/20/2023 at 4:00 PM	12/1/2023	11/30/2026
722-23	School Buses, Parts, and Maintenance Repair Service	8/10/2023 at 4:00 PM	12/1/2023	11/30/2026
724-23	Vehicles, Police Motorcycles, Trucks, Parts, and Maintenance Repair Service	8/24/2023 at 4:00 PM	12/1/2023	11/30/2026

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

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

### REGION ONE EDUCATION SERVICE CENTER Purchasing Department

1900 West Schunior Street, Edinburg, Texas 78541-2233  
Website: [www.esct.net/eBuyOne](http://www.esct.net/eBuyOne)

Region One Education Service Center is seeking procurement solicitations for the following:

- Adult Education Credentialing Training Services RFP 23-0125
- Early Childhood Intervention Professional Therapy Services RFP 23-0127
- Meal Catering Services and Supplies RFP 23-0122
- Document Imaging Services RFP 23-0126
- Region One Purchasing Cooperative School Safety and Security Equipment and Services RFP 23-0130

Addenda was issued for the RFPs noted above, extending the submission deadline to 3 PM, Wednesday February 1, 2023. Check <https://esct1.bonfirehub.com/portal/71ab=OpenOpportunities> for possible addenda, including extension of submission deadline.

All bid solicitation documents and requirements, including but not limited to, terms and conditions, detailed specifications, technical requirements, evaluation method/criteria, award process, method of payment, and a list of cooperative members (if applicable) can be found by accessing the bid solicitation at: [www.esct.net/eBuyOne](http://www.esct.net/eBuyOne). This bid solicitation is subject to addenda, including but not limited to, an extension of the submission deadline, communicated through eBuyOne at <https://esct1.bonfirehub.com/portal/71ab=OpenOpportunities>. Inquiries should be directed to eBuyOne@esct1.net.

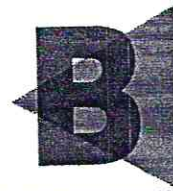
All submittals must be received electronically no later than the designated date and time to Region One Education Service Center, 1900 West Schunior Street, Edinburg, Texas 78541-2233 via eBuyOne at <https://esct1.bonfirehub.com/portal/71ab=OpenOpportunities>; and will be opened publicly at that time via a Zoom meeting link.

The awarding will take place at a public Region One ESC board meeting. The Region One ESC board of directors reserves the right to accept or reject any and/or all solicitation responses as they may appear advantageous and/or provides best value to the Region One ESC.

**E! Extra** The Herald **ENHANCE Herald**  
222.N. Expressway 83 Suite 176

**Let The Classifieds Do The FOOTWORK**  
Valleywide CLASSIFIEDS  
1-866-572-SELL

**Cruise On In TO THE CLASSIFIEDS**  
1-866-752-SELL (7355)



1-866-572-SELL WEDNESDAY, JANUARY 25, 2023 1-866-572-SELL

- 101 Legal / Bid Notices
- 101 Legal / Bid Notices
- 101 Legal / Bid Notices
- 101 Legal / Bid Notices
- 101 Legal / Bid Notices
- 101 Legal / Bid Notices
- 209 Air Conditioning
- 210 Home Repairs
- 501 Help Wanted
- 501 Help Wanted

### Notice Bank Depository Applications

NOTICE IS HEREBY GIVEN that Applications in the form of sealed proposals will be accepted by the Brownsville Navigation District of Cameron County, Texas, from any bank, credit union, or saving association, authorized to do business in the State of Texas and regularly doing business within the territorial limits of the Brownsville Navigation District of Cameron County, Texas, desiring to be selected as Depository of the funds of said District.

All Applications must be sealed and delivered to Zeus Yanez, Director of Finance, at the Administrative Offices of the District, located at 1000 Foust Road, Brownsville, Texas, 78521 before 3:00 p.m. on February 1, 2023. All submissions must be clearly marked on the outside of the envelope "Application for Depository Services."

Vendor's name will be read aloud on February 1, 2023 at 3:00 p.m. Proposers are invited but not required to attend to listen to the proposal acknowledgment.

Applications must comply with the requirements set out in the "Requirements for Bank Depository Application" which may be obtained from the Director of Finance of the District or Port of Brownsville Website, [https://www.portofbrownsville.com/procurement\\_category/rlfp/](https://www.portofbrownsville.com/procurement_category/rlfp/).

THE RIGHT IS HEREBY RESERVED by the Board of Commissioners of said District to reject any or all Applications and to accept any proposal deemed most advantageous to the Port of Brownsville

01/11/2023, 01/18/2023, 01/25/2023

- 102 Bid Notices
- 102 Bid Notices
- 102 Bid Notices
- 102 Bid Notices
- 102 Bid Notices
- 102 Bid Notices

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

Proposal Number	Proposal Name	Proposal Deadline	Contract Effective Date	Contract Expiration Date
708-23	Auction Services	3/23/2023 at 4:00 PM	9/1/2023	8/31/2026
709-23	Pest Control Management Services	4/6/2023 at 4:00 PM	9/1/2023	8/31/2026
710-23	Election Voting Systems Equipment and Supplies	4/13/2023 at 4:00 PM	9/1/2023	8/31/2026
711-23	Outdoor Street Lighting	4/20/2023 at 4:00 PM	9/1/2023	8/31/2026
712-23	Musical Instruments, Equipment, and Instrument Repair Services	4/27/2023 at 4:00 PM	9/1/2023	8/31/2026
713-23	Copier Equipment and Supplies	5/18/2023 at 4:00 PM	9/1/2023	8/31/2026
714-23	Mobile Command, Emergency Management, and Bio-Terrorist Vehicles	5/25/2023 at 4:00 PM	9/1/2023	8/31/2026
715-23	Automotive Parts, Fluids, Equipment, and Maintenance Services	6/1/2023 at 4:00 PM	12/1/2023	11/30/2026
716-23	Copy/Print and Document Management Services	6/8/2023 at 4:00 PM	12/1/2023	11/30/2026
717-23	Water Utility Meters and Monitoring Systems	6/15/2023 at 4:00 PM	12/1/2023	11/30/2026
718-23	Unmanned Aerial Vehicles and Surveillance Services	6/22/2023 at 4:00 PM	12/1/2023	11/30/2026
719-23	Electric Vehicle Charging Stations	6/29/2023 at 4:00 PM	12/1/2023	11/30/2026
720-23	HVAC Equipment, Supplies, and Installation of HVAC Equipment	7/13/2023 at 4:00 PM	12/1/2023	11/30/2026
721-23	Underground Utility Location Services	7/20/2023 at 4:00 PM	12/1/2023	11/30/2026
722-23	School Buses, Parts, and Maintenance Repair Service	8/10/2023 at 4:00 PM	12/1/2023	11/30/2026
724-23	Vehicles, Police Motorcycles, Trucks, Parts, and Maintenance Repair Service	8/24/2023 to 4:00 PM	12/1/2023	11/30/2026

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

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

**209 Air Conditioning**  
G & G Air Conditioning Residential & Commercial Service Repair & AC Replacement 10 yrs warranty on parts compressor. Over 30 yrs of Exp. Call week ending 8/13/23. preventive maintenance. Lic #TAC12370000E Call 956-606-4726

**209 Carpet**  
NOKKY'S Carpet Cleaning Special \$25.00 per room, RV or Park Model Special \$75.00. Great Rate on Upholstery. Every Carpet needs to be Deterged. Free Detergent & Deterging. Fast Drying Time! Call Now Satisfaction Guaranteed. \$10 off any service \$75 or more. Call 956-788-1988. Serving You Valleywide!

**217 General Services**  
HACENOS TRABAJOS Y CASAS Remodelacion CONSTRUCCION GENERAL. TECHO, PINTURA, CARPINTERIA, electrico, plomeria, baños, cielos, techos and so on, masonry, driveway, gabion, stucco, muros de mampara, nivelacion de casa, etc. Beto 956-651-7525. Amana 856-695-6601. Preciosas Gratis. Trabaja garantizado 10 años de experiencia. Lic# 3026 gonzalozloa@att.net

**406 Miscellaneous**  
Cable Price In Groves & Agates? SEARCH PERFECTLY. Call 956-253-0282

**417 Wanted to Buy**  
WANTED TO BUY, Coming In Texas. Mr. Baseball buying sports cards and memorabilia. 208-787-2407.

**BATHROOM Renovations ONE DAY**  
Updates! We specialize in one day bathroom renovations. Quality work. 24 hour response. Licensed plumbers. Call for free estimate. 866-820-8861

Capriola, Plumeria, Huesoblanco, Resaca de la Bahia, Astoria, Sherock, Petra, Tapa & Roa, etc. PRESUPUESTO GRATIS. 956-379-4325

**230 Remodeling**  
Arlene House Remodeling & Remodeling Co. House Cracking? Foundation? Problems? Call Now! FREE ESTIMATES. Lic# 1217855. MCA # 21000. Beto 44-5667

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**Public Education I**  
Position in Harlingen, Bachelor's or Associates degree in entry-level information and communication work. Must be bilingual, have 9-11 experience and knowledge. Must be able to fit 10-15 hrs. Work evenings & weekends. Have a current TDL.  
Send Resume to [jdavis@camroncounty911.com](mailto:jdavis@camroncounty911.com)

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**El Extra**  
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Successful candidate will be responsible for Distribution and Service in the Brownsville Area.  
RESPONSIBILITIES:  
• Oversees circulation for the entire area.  
• Responsible for oversight of Contractor for Service, Growth and Collection.  
REQUIREMENTS:  
• High School Graduate  
• Computer Skills with ability to work with Word and Excel.  
• Reliable transportation with a clean driving record and proof of insurance.  
• Must be able to work early morning hours.  
Interested applicants should e-mail resume to [jdavis@camroncounty911.com](mailto:jdavis@camroncounty911.com) EOE

**Valleywide**  
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NOTICE: Check your ad for accuracy the first day. Valleywide Classifieds is not responsible for more than one incorrect day or omission of copy of any ad ordered more than one time. Valleywide Classifieds assumes no responsibility for ads left out of the paper other than to schedule the ad for the next available edition. Under no circumstances shall AIM Media Texas newspapers be liable for consequential damage of any kind. Payment for corrections should be made within 24 hours of the first publication by calling 1-866-572-7355. The newspaper reserves the right to add, reject or properly classify any copy. If you paid for your ad, a credit card check your credit card number for accuracy. Claims for adjustment on billing should be made within 30 days of publication. Valleywide Classifieds is not responsible for and will not accept liability for any loss or damage to your data or information that is lost or destroyed as a result of publication.

**VALLEYWIDE CLASSIFIEDS**  
Call Us At 1-866-572-SELL (7355)

- 501 Help Wanted
- 501 Help Wanted
- 501 Help Wanted

**UTRGV**  
THE UNIVERSITY OF TEXAS  
RIO GRANDE VALLEY  
We are hiring!  
Digital Accessibility Analyst (09/06/2023-Edinburg, Texas)  
Required Education: Bachelor's degree in Computer Science or a related field from an accredited University.  
Required Experience: Two (2) years of experience in technology analysis support or development including participation in digital accessibility tests.  
Note: These positions are non-exempt and subject to Texas Education Code §12.015 and Texas Government Code, Section 411.063 which authorizes the employer to obtain criminal history record information.  
For the complete job description and a list of available opportunities or to apply please visit: [www.utrgv.edu/jobs](http://www.utrgv.edu/jobs)  
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I deliver the news.  
A few hours a night, walking my fingers through a keyboard, I can help you stay on top of the news. It's an opportunity to use your talents through news, as well as growth. Most delivery companies don't have \$500-\$1,000 general liability, but I do. It's a time for my day job, but I want to do what you do. It's not just a job, it's a career.  
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- Services & Supplies

Due to potential misuse/abuse of pets, *The Dallas Morning News* suggests that advertisers charge a minimal fee for their pets. Every life has a value. Also, due to health risks to the pets, we recommend puppies and kittens are at least 8-12 weeks old before they are sold. Use caution when responding to pet ads that involve unusual payment plans or require long-distance shipping. Find your pet from a trustworthy source. If purchasing from a private party or breeder, ask to see where the pets live to ensure the environment is a clean and healthy one. Reputable breeders will always provide detailed genealogical information and a health guarantee. You are encouraged to report suspected inhumane conditions and animal abuse/neglect to the Humane Society and your local authorities.

### Dogs

AKC Yellow Lab Puppies 9 wks old, Phone 754-935-1631  
Price Reduced, 35 Year Lab Breeder



Golden Retriever Pure AKC, Well Precious pups, Creams & Reds, W/W. Family Raised 30 yrs exper. Natural temperament & therapy or service dogs, great family dog.  
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214-417-7424 Web: [www.northdallaspups.com](http://www.northdallaspups.com)  
Cavapoos, Cocker-poo, Shihpoos, Malipoos, Morkies, Petite Golden Retrievers  
guarantee, up to date on shots and de-wormer. Parents have vet bills and genetic tested!!  
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Sheepadoodle Puppies for sale \$1800, call 254-488-8872 or 972 or 971-874-8872

## LEGAL BIDS & NOTICES

• Bankruptcy, Court Sales

• Bids and Proposals

• Legal Notices

## Bids & Proposals

PO# 1265-9672/DO# 1025643  
**CITY OF DALLAS CONSTRUCTION ADVERTISEMENT REQUEST FOR BIDS**

Bids are required to be submitted electronically via the City of Dallas solicitation website at <https://dallascityhall.bonfirehub.com> by 1:00 PM on Fridays. All bids will be publicly read at 2:00 p.m. on January 19, 2023, at the City of Dallas website at <https://dallascityhall.bonfirehub.com> (see City Meetings). Bid title, department, and public meeting are listed below and on the City of Dallas solicitation website at <https://dallascityhall.bonfirehub.com>.

CIZ-DWU-22-497498 - PART 1 WATER & WASTEWATER SMALL SERVICES INSTALLATIONS AT VARIOUS LOCATIONS, PART 2 WATER & WASTEWATER MAIN INSTALLATIONS AT VARIOUS LOCATIONS, PART 3 WATER & WASTEWATER MAIN EXTENSIONS AND EMERGENCY MAINLINE REPLACEMENTS/RELOCATIONS AT VARIOUS LOCATIONS, CONTRACT NO. 22-497498

There will be an online Pre-Bid Conference held at 10:00 AM on Thursday, February 2, 2023. To receive a calendar invite to the meeting, please email [DWUCapitalServices@dallas.gov](mailto:DWUCapitalServices@dallas.gov). A calendar invite will be sent upon receipt of your request.

Plans, Specifications and Proposal available on Bonfire at <https://dallascityhall.bonfirehub.com> on Friday, January 13, 2023. Project related questions should be submitted to Bonfire no later than 4:00 PM on Monday, February 6, 2023.

Project Manager: Daniel Atomba, P.E.

Question Due Date/Time: February 6, 2023, at 4:00 p.m.  
Bid Due Date/Time: February 10, 2023, at 1:00 p.m.  
Open/Reading Date/Time: February 10, 2023, at 2:00 p.m.

### Bids & Proposals

PO# 1265-9672/DO# 1026898  
**CITY OF DALLAS CONSTRUCTION ADVERTISEMENT REQUEST FOR BIDS**

PROPOSALS are required to be submitted electronically via the City of Dallas solicitation website at <https://dallascityhall.bonfirehub.com> by 1:00 PM on Fridays. Proposals will be publicly read at 2:00 PM on Friday, January 19, 2023, at the City of Dallas website at <https://dallascityhall.bonfirehub.com> (see City Meetings). Bid title, department, and date of public reading are listed below and on the City of Dallas solicitation website at <https://dallascityhall.bonfirehub.com>.

CIZ-DWU-22-331332 - WATER AND WASTEWATER MAIN REPLACEMENTS AT VARIOUS LOCATIONS, CONTRACT NO. 22-331332

There will be a Pre-Bid Conference held on Wednesday, February 1, 2023 at 11:00 AM at 2121 Main Street, 5th Floor Conference Room, Dallas, Texas 75201.

Plans, Specifications and Proposal available on Bonfire Friday, January 20, 2023. Electronic version of Plans and Specifications can be obtained using the following City of Dallas Bonfire website: <https://dallascityhall.bonfirehub.com/opportunities/82601>.

Project related questions should be submitted in writing no later than 4:00 PM on Monday, February 6, 2023.

Project Managers: James Wellington, 214-948-4552

Question Due Date/Time: February 6, 2023, at 4:00 p.m.  
Bid Due Date/Time: February 10, 2023, at 2:00 p.m.  
Bid Opening Date: Friday, February 17, 2023 at 2:00 p.m.

To receive a calendar invite to the meeting, please email [DWUCapitalServices@dallas.gov](mailto:DWUCapitalServices@dallas.gov). A calendar invite will be sent upon receipt of your request.

## Legal Notices

### Notice to Physicians and Providers

Superior Vision of Texas (Block Vision of Texas, Inc) is a vision care HMO that provides eye health and wellness examinations and corrective eyewear. Applications from physicians and eye care professionals who wish to become network participants under this plan will be accepted from February 20, 2023 through February 27, 2023.

An application may be requested by visiting [www.superiorvision.com/eye-care](https://www.superiorvision.com/eye-care) or calling 214-441-7424. Applications/Joins and completing the form. In the additional information section please reference [www.superiorvision.com/eye-care](https://www.superiorvision.com/eye-care).

Superior Vision participates with the following plans:  
• American Optics Group, Christus, Children's Medical Center and Dell Children's Health Plan.

Superior Vision, ATtn: Network Development, 881 Elkridge Landing Rd 9300, Litchurch Heights, MD 21090

## Notice to Dentists and Dental Providers

Applications for the Alpha Dental Programs network of General Dentists and Endodontists specializing in Endodontics, Periodontics, Oral Surgery, Orthodontics, and Pediatric Dentistry will be accepted through February 1, 2023, and February 1, 2023.

To request an application or further information, please visit our website at <https://www.alpha.dental>. Attention: Professional Relations, 701 Shel Creek, Suite 240, Highland Village, Texas 75027.

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### Bids & Proposals

City of Rowlett Invitation to Bid

Sealed bids will be received at the Purchasing Office, 4004 Main Street, Rowlett, Texas 75088, on Friday, January 19, 2023, until 2:00 p.m. Bids will be opened and read aloud at the City Hall Conference Room, 4000 Main Street, Rowlett, Texas 75088.

A non-mandatory pre-bid meeting will be held at 1:00 p.m., January 19, 2023, at the Rowlett Community Center, 5300 Main Street, Rowlett, TX 75088.

Bid documents are available for download at <http://www.rowlett.com/Bids.aspx>.

### Bids & Proposals

City of Rowlett Invitation to Bid

Sealed bids will be received at the Purchasing Office, 4004 Main Street, Rowlett, Texas 75088, on Friday, February 3, 2023, until 2:00 p.m. Bids will be opened and read aloud at the City Hall Conference Room, 4000 Main Street, Rowlett, Texas 75088.

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To request an application or further information, please visit our website at <https://www.alpha.dental>. Attention: Professional Relations, 701 Shel Creek, Suite 240, Highland Village, Texas 75027.

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### Bids & Proposals

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A non-mandatory pre-bid meeting will be held at 1:00 p.m., February 3, 2023, at the Rowlett Community Center, 5300 Main Street, Rowlett, TX 75088.

Bid documents are available for download at <http://www.rowlett.com/Bids.aspx>.

### ADVERTISEMENT FOR BIDS

BI# 23-33

The Town of Addison is accepting bids for Construction Services for Addison Special Events, Bid #23-33. Bids will be accepted until 2:00 p.m. 1/26/23 of the Finance Building, 3300 Belt Line Rd., Dallas, Texas 75254 at which time they will be opened. Late bids will not be considered. Specifications and other information are available on [www.bidsync.com](http://www.bidsync.com). The Town reserves the right to waive any formalities to accept or reject any or all bids and to select the proposal deemed most advantageous to the Town.

### ADVERTISEMENT FOR BIDS

BI# 23-32

The Town of Addison is accepting bids for Construction Services for Addison Special Events, Bid #23-32. Bids will be accepted until 2:00 p.m. 1/26/23 of the Finance Building, 3300 Belt Line Rd., Dallas, Texas 75254 at which time they will be opened. Late bids will not be considered. Specifications and other information are available on [www.bidsync.com](http://www.bidsync.com). The Town reserves the right to waive any formalities to accept or reject any or all bids and to select the proposal deemed most advantageous to the Town.

### NOTICE TO CONTRACTORS

BI# 22-23 RE-BID HUNT BRANCH DRAINAGE & UTILITY

The City of Richardson is extending the previous bid deadline and shall accept electronic bids through Periscope S2C at <https://www.periscopesholdings.com> or sealed bids in person at the City of Richardson, 2100 E. Campbell Rd., Richardson, Texas 75081. Bids shall be opened and read aloud on the same day at 3:00 P.M. ONLINE via WebEx. Solicitation documents are available for download at <https://www.periscopesholdings.com>.

### NOTICE TO BIDDERS

INVITATION TO BID # 39-23 ANNUAL REQUIREMENT CONTRACT FOR CONTAINER MAINTENANCE

The City of Richardson shall accept electronic bids through Periscope S2C at <https://www.periscopesholdings.com> or sealed bids in person at the City of Richardson, 2100 E. Campbell Rd., Richardson, Texas 75081. Bids shall be opened and read aloud on the same day at 3:00 P.M. ONLINE via WebEx. Solicitation documents are available for download at <https://www.periscopesholdings.com>.

### Legal Notices

Notice to Physicians and Providers. Interested in becoming part of the Parkland Community Health Plan Star Plan Network? We are always accepting new applications, contact us at [ContractingDepartment@pchs.org](mailto:ContractingDepartment@pchs.org) or mail to our CHIP and Medicaid network: Parkland Community Health Plan Star Plan Network Development, 1341 West Mockingbird Lane, Suite 400E Dallas, TX 75247

### NOTICE TO PHYSICIANS AND PROVIDERS

AMEGROUP TEXAS, Inc. is a medical insurance provider for a variety of public services. We will accept applications for participation in our provider network through 2/28/2023. All applications must meet practice standards. Call us at 713-414-6600 for an application packet.

### Legal Notices

Amerigroup Texas, Inc. ATtn: Credentialing Dept. 2897 Corporate Drive, Suite 3500 Houston, TX 77036

### Legal Notices

Notice of Sale and Hearing - Approximately 4.38 Acres at Frisco Gate  
Cort Thomas, as the court-appointed Receiver of the assets of several entities controlled by Timothy Barton, in and to the Frisco Gate, LLC hereby gives notice that on January 31, 2023 at 2:00 p.m., the United States District Court for the Northern District of Texas will consider sale of approximately 4.38 acres at the Frisco Gate (John Hickman and the Dallas North Gateway) for \$9,000,000. The hearing will be conducted in-person at the United States District Courthouse, Courtroom 1525, 100 Commerce Street, Suite 1524-1510. Bona fide offers which exceed the sale amount by at least 10% may be sent to the Receiver at [thehearing@friscogate.com](mailto:thehearing@friscogate.com) (714-327-5001). For more information or for details for participating in the hearing, contact the Receiver at 714-327-5001.

### "NOTICE TO PHYSICIANS AND PROVIDERS"

(Pursuant to TAC §11.1402)

Scott and White Health Plan d/b/a Baylor Scott & White Health Plan, d/b/a Baylor Scott & White Care Plan, d/b/a Baylor Scott & White Care Plan, d/b/a FirstCare Health Plan, and Baylor Scott & White Insurance Company will accept applications for participation in its provider networks from January 21, 2023 through February 17, 2023. Please contact providers who practice within the designated service area of each company and wish to become a contracted provider should submit a request at [BSWHealthPlan.com](https://www.bswhealthplan.com) under the "Join Our Network" section (Information describing the designated service area can be found at [BSWHealthPlan.com](https://www.bswhealthplan.com) and [firstcare.com/home](https://www.bswhealthplan.com/firstcare.com/home) or by contacting 800-391-7947. Applicants will be notified of acceptance status within 90 days of receipt of application.

### Legal Notices

NOTICE OF PUBLIC HEARING  
Thursday, January 26, 2023  
5:30 p.m.  
Turney W. Bonard Governance and Training Conference Area  
5151 Samuell Blvd.  
Dallas, TX 75228

### Legal Notices

Annual Report of Performance on Texas Academic Performance Report for 2022-2023 and the 2022-2023 Evaluation of the Effectiveness of Accelerated Instruction

The Dallas Independent School District will hold a public hearing to share information with the community regarding the educational performance of the district along with the effectiveness of accelerated instruction. The Meeting will take place at 5:30 p.m., Thursday, January 26, 2023, Conference Area, 5151 Samuell Blvd.

Persons interested in making comments at the public hearing should register to speak by contacting Board Services at (972) 925-3720. Registration will begin at 7:30 a.m., Monday, January 23, through Wednesday, January 25, at 5 p.m.

### Bids & Proposals

City of Rowlett Invitation to Bid

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Scott and White Health Plan d/b/a Baylor Scott & White Health Plan, d/b/a Baylor Scott & White Care Plan, d/b/a Baylor Scott & White Care Plan, d/b/a FirstCare Health Plan, and Baylor Scott & White Insurance Company will accept applications for participation in its provider networks from January 21, 2023 through February 17, 2023. Please contact providers who practice within the designated service area of each company and wish to become a contracted provider should submit a request at [BSWHealthPlan.com](https://www.bswhealthplan.com) under the "Join Our Network" section (Information describing the designated service area can be found at [BSWHealthPlan.com](https://www.bswhealthplan.com) and [firstcare.com/home](https://www.bswhealthplan.com/firstcare.com/home) or by contacting 800-391-7947. Applicants will be notified of acceptance status within 90 days of receipt of application.

### Legal Notices

Prime Therapeutics LLC ("Prime"), on behalf of Blue Cross and Blue Shield of Texas, specializes in providing comprehensive pharmacy benefit management solutions to help members get the medicines they need to live better and live well. Prime administers competitive bids and participation opportunities for the member network and specialty services network on behalf of Blue Cross and Blue Shield of Texas. These networks are subject to change and may vary by geographic area and specialty services. Prime is currently accepting applications for members who wish to become a contracted provider should submit a request at [BSWHealthPlan.com](https://www.bswhealthplan.com) under the "Join Our Network" section (Information describing the designated service area can be found at [BSWHealthPlan.com](https://www.bswhealthplan.com) and [firstcare.com/home](https://www.bswhealthplan.com/firstcare.com/home) or by contacting 800-391-7947. Applicants will be notified of acceptance status within 90 days of receipt of application.

### Legal Notices

Notice of Public Hearing  
Thursday, January 26, 2023  
5:30 p.m.  
Turney W. Bonard Governance and Training Conference Area  
5151 Samuell Blvd.  
Dallas, TX 75228

### Bids & Proposals

City of Rowlett Invitation to Bid

Sealed bids will be received at the Purchasing Office, 4004 Main Street, Rowlett, Texas 75088, on Friday, February 3, 2023, until 2:00 p.m. Bids will be opened and read aloud at the City Hall Conference Room, 4000 Main Street, Rowlett, Texas 75088.

A non-mandatory pre-bid meeting will be held at 1:00 p.m., February 3, 2023, at the Rowlett Community Center, 5300 Main Street, Rowlett, TX 75088.

Bid documents are available for download at <http://www.rowlett.com/Bids.aspx>.

### Legal Notices

NOTICE TO PHYSICIANS AND PROVIDERS

We are a vision care HMO that provides vision eye care services. We are accepting applications beginning January 31, 2023 until February 28, 2023. Providers for vision eye care services in this area who wish to be participating providers under the terms and conditions established by our HMO. Send your request for an application to: EyeMed Vision Care HMO of Texas Inc., 2465 Joe Field Road, Dallas, TX 75229, Attn: Provider Applications.

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# Marketplace

One of the most trusted brands in North Texas.

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

### AUTOMOTIVE

- Autos
- Commercial Vehicles
- Pickups
- SUVs
- Dogs
- Trailers
- Vans

### services

Call us about our exciting new online and print advertising opportunities!

### PETS & LIVESTOCK

- Birds
- Cats
- Cattle
- Dogs
- Horses & Mules
- Other Animals
- Pets Found
- Pets Lost
- Services & Supplies

### Bids & Proposals

Texas Association of School Boards-Local Government Purchasing Cooperative

### Bids & Proposals

REQUEST FOR PROPOSALS RFP# 2023-021

### Bids & Proposals

CITY OF ROWLETT REQUEST FOR PROPOSAL

### Bids & Proposals

City of Rowlett Notice to Bidders

### Bids & Proposals

Public Notice

### Bids & Proposals

REQUEST FOR PROPOSALS RFP# 2023-020

### Concrete

Concrete Work, Low rates. Free estimates. Patios, Driveways & more!

### Firewood

PECAN, OAK WOOD \$180 1/2, \$300 full cord. FREE Delivery & Stock!

### Paint/Wallpaper

Painting & Dry Wall Repairs, Int/Ext. Textures, Carpentry, Fence staining, 25 years exp.

### Portable Buildings

WOOD BUILDINGS (Unfinished Inside)

### Antiques, Classics, Special Interest

### Firewood

PECAN, OAK WOOD \$180 1/2, \$300 full cord. FREE Delivery & Stock!

### Portable Buildings

WOOD BUILDINGS (Unfinished Inside)

### Roofing Repair

Best Deal in Town! Free A/C Tune-up with Roof Replacement

### OLD CAR CONSIGNMENTS

David Wayne 214-926-5621

### Firewood

PECAN, OAK WOOD \$180 1/2, \$300 full cord. FREE Delivery & Stock!

### Roofing Repair

Best Deal in Town! Free A/C Tune-up with Roof Replacement

### Dogs

Beautiful Reg. 9 wk old English Golden Retriever Puppies

### Heavy Duty Trucks, Trailers

### Firewood

PECAN, OAK WOOD \$180 1/2, \$300 full cord. FREE Delivery & Stock!

### Roofing Repair

Best Deal in Town! Free A/C Tune-up with Roof Replacement

### Dogs

Beautiful Reg. 9 wk old English Golden Retriever Puppies

### ACELA M1083 low miles, very clean, 6-wheel dr, AC, high clearance, lift, like new.

### Firewood

PECAN, OAK WOOD \$180 1/2, \$300 full cord. FREE Delivery & Stock!

### Roofing Repair

Best Deal in Town! Free A/C Tune-up with Roof Replacement

### Dogs

Beautiful Reg. 9 wk old English Golden Retriever Puppies

### AUTOMOTIVE SERVICES

- Auto Services & Parts
- Auto/Truck for Rent/Lease
- Auto/Trucks Wanted
- Swap Meets & Shows

### Firewood

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### Roofing Repair

Best Deal in Town! Free A/C Tune-up with Roof Replacement

### Dogs

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### Swap Meets and Shows

### Firewood

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### Roofing Repair

Best Deal in Town! Free A/C Tune-up with Roof Replacement

### Dogs

Beautiful Reg. 9 wk old English Golden Retriever Puppies

### Einhart Productions-Traders Village Classic car Swap Meet

### Attorneys

The Davis Law Firm

### Attorneys

The Davis Law Firm

### Dogs

Beautiful Reg. 9 wk old English Golden Retriever Puppies

### Merchandise

- Estate Sales
- Garage Sales
- Antiques, Art, Collectibles
- Appliances-Home
- Auction Sales
- Books, Magazines
- Building Materials
- China, Silver, Tableware
- Cooling, Heating Equip
- Crafts, Hobbies, Seasonal
- Electronics
- Farm Equipment
- Flooring, Carpet
- Furniture-Home
- Gameroom Equip
- Infant/Children Items
- Jewelry, Watches
- Lawn & Garden
- Machinery & Tools
- Medical, Handicapped
- Equipment
- Merchandise
- Office Equip/Furn
- Pianos, Musical
- Instruments
- Pools, Spas, Supplies
- Portable Buildings
- Restaurant, Bar
- Business Fixtures
- Sewing Machines
- Sporting Goods
- Tickets-Sports/
- Entertainment
- Tickets-Travel
- Warehouse Equip
- Wearing Apparel

### Brick, Stone Services

### Brick, Stone Services

### Dogs

Beautiful Reg. 9 wk old English Golden Retriever Puppies

### Brick Repair, Cracks, Mail Boxes, Etc., No Job To Big or Small, 20 years Experience. Free Estimates. (469) 926-5064

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### Brick Repair, Cracks, Mail Boxes, Etc., No Job To Big or Small, 20 years Experience. Free Estimates. (469) 926-5064

### Dogs

Beautiful Reg. 9 wk old English Golden Retriever Puppies

### Home Repairs

### Home Repairs

### Home Repairs

### Dogs

Beautiful Reg. 9 wk old English Golden Retriever Puppies

### THE HANDY GUYS

Repairs & Remodeling You name it, we can do it!

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Repairs & Remodeling You name it, we can do it!

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Repairs & Remodeling You name it, we can do it!

### Dogs

Beautiful Reg. 9 wk old English Golden Retriever Puppies

### House Foundation Repairs

### House Foundation Repairs

### House Foundation Repairs

### Dogs

Beautiful Reg. 9 wk old English Golden Retriever Puppies

### ROCK Foundation Repair

Free est, \$175 pier & beam

### ROCK Foundation Repair

Free est, \$175 pier & beam

### ROCK Foundation Repair

Free est, \$175 pier & beam

### Dogs

Beautiful Reg. 9 wk old English Golden Retriever Puppies

### Roofing Repair

### Roofing Repair

### Roofing Repair

### Dogs

Beautiful Reg. 9 wk old English Golden Retriever Puppies

### ROOF REPAIRS

Leaks, Missing Shingles, Roof Turbines, Gutter Cleanings.

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Leaks, Missing Shingles, Roof Turbines, Gutter Cleanings.

### ROOF REPAIRS

Leaks, Missing Shingles, Roof Turbines, Gutter Cleanings.

### Dogs

Beautiful Reg. 9 wk old English Golden Retriever Puppies

### Warner Roofing Company

All Types of Roofing!! Insurance Claims Welcome

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All Types of Roofing!! Insurance Claims Welcome

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All Types of Roofing!! Insurance Claims Welcome

### Dogs

Beautiful Reg. 9 wk old English Golden Retriever Puppies

### That's the

### That's the

### That's the

### Dogs

Beautiful Reg. 9 wk old English Golden Retriever Puppies

### Buy and sell with locals. 214.745.8123

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### Buy and sell with locals. 214.745.8123

### Dogs

Beautiful Reg. 9 wk old English Golden Retriever Puppies

## JUMBLE

Unscramble these Jumbles, one letter to each square, to form four ordinary words.

RIGEM

LHEVA

SIRCSI

SRTHHA

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### THE PEOPLE WHO'VE SUCCESSFULLY SUMMITTED MOUNT EVEREST ARE ---

Now arrange the circled letters to form the surprise answer, as suggested by the above cartoon.

(Answers tomorrow)

## If you give today, Miguel can eat this weekend.

Poverty robs people of dignity, hope and the power to determine their own future, but together we can make a difference. The Dallas Morning News Charities funds 20 local organizations that help those who are homeless and hungry. If you have it in your heart to help more kids like Miguel, visit [dmcharities.com](http://dmcharities.com)

THE DALLAS MORNING NEWS CHARITIES

### LEGAL

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

### LEGAL BIDS & NOTICES

- Bankruptcy, Court Sales
- Bids and Proposals
- Legal Notices

### REQUEST FOR PROPOSALS RFP# 2023-020

The North Central Texas Council of Governments (NCTCOG) is soliciting Statements of Proposals for Mail Courier Services. Responses are welcome from providers that are able to provide these services.

### NOTICE

The Dallas Fort Worth International Airport Board will receive sealed bids for the following items of the location stated below until the due date and time stated:

### REQUEST FOR BIDS

The City of Dallas Construction Advertisement Request for Bids

### REQUEST FOR BIDS

The City of Dallas Construction Advertisement Request for Bids

### LEGAL NOTICES

Notice to Physicians and Providers. Interested in becoming part of the Parkland Community Health Plan Provider Network?

### LEGAL NOTICES

ADVERTISMENT FOR RFP LEGAL NOTICE

### LEGAL NOTICES

TEXAS WATER DEVELOPMENT BOARD INSTRUCTIONS TO BIDDERS

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TEXAS WATER DEVELOPMENT BOARD INSTRUCTIONS TO BIDDERS

### REQUEST FOR PROPOSALS RFP# 2023-021

The North Central Texas Council of Governments (NCTCOG) is soliciting Statements of Proposals for Program Outreach Specialists. Responses are welcome from providers that are able to provide these services.

### CITY OF ROWLETT REQUEST FOR PROPOSAL

Sealed proposals will be received at the Purchasing Office, 4004 Main Street, Rowlett, Texas 75088, or mailed to P.O. Box 99, Rowlett, TX 75088-0099, until 2:00 P.M., February 9, 2023 for RFP 2023-11 Wrecker Service Agreement.

### City of Rowlett Notice to Bidders

Sealed bids will be received at the Purchasing Office, 4004 Main Street, Rowlett, Texas 75088, or mailed to P.O. Box 99, Rowlett, TX 75088-0099, until 2:00 P.M., February 9, 2023 for Bid 2023-13 Annual Crack Seal Program.

### Public Notice

Upper Trinity Regional Water District, a political subdivision of the State of Texas, is currently seeking sealed bids for the following item:

### NOTICE TO CONTRACTORS

The City of Richardson is extending the previous bid deadline and shall accept electronic bids through Periscope S2G at periscopeholdings.com or sealed bids at periscopeholdings.com or sealed bids at periscopeholdings.com.

### NOTICE TO BIDDERS

INVITATION TO BID NO. 39-23 ANNUAL REQUIREMENTS CONTRACT FOR CONTAINER MAINTENANCE

### LEGAL NOTICES

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TEXAS WATER DEVELOPMENT BOARD INSTRUCTIONS TO BIDDERS

# Caller Times

PART OF THE USA TODAY NETWORK

Certificate of  
Publication

**TEXAS ASSOCIATION OF SCHOOL BOARDS**  
12007 RESEARCH BLVD

**AUSTIN, TX 78759-2429**


STATE OF WISCONSIN) )  
COUNTY OF BROWN)

I, being first duly sworn, upon oath depose and say that I am a legal clerk and employee of the publisher, namely, the Corpus Christi Caller-Times, a daily newspaper published at Corpus Christi in said City and State, generally circulated in Aransas, Bee, Brooks, Duval, Jim Hogg, Jim Wells, Kleberg, Live Oak, Nueces, Refugio, and San Patricio, Counties, and that the publication of which the annexed is a true copy, was inserted in the Corpus Christi Caller- Times in the following issue(s) dated:

01/18/2023, 01/25/2023

On this August 22, 2023, I certify that the attached document is a true and exact copy made by the publisher:

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

  
\_\_\_\_\_  
Notary Public, State of Wisconsin, County of Brown

919.25  
\_\_\_\_\_  
Notary Expires

Publication Cost: \$1,052.60  
Ad No: 0005557292  
Customer No: 2318644  
PO #: 708/724-23  
# of Affidavits: 1

VICKY FELTY  
Notary Public  
State of Wisconsin

**This is not an invoice**

Texas Association of School  
Boards-Local Government  
Purchasing Cooperative

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

708-23 Auction Services,  
3/23/2023 at 4:00 PM,  
9/1/2023 to 8/31/2026  
709-23 Pest Control Man-  
agement Services, 4/6/2023  
at 4:00 PM, 9/1/2023 to  
8/31/2026  
710-23 Election Voting  
Systems Equipment and  
Supplies, 4/13/2023 at 4:00  
PM, 9/1/2023 to 8/31/2026  
711-23 Outdoor Street  
Lighting, 4/20/2023 at 4:00  
PM, 9/1/2023 to 8/31/2026  
712-23 Musical Instru-  
ments, Equipment, and In-  
strument Repair Services,  
4/27/2023 at 4:00 PM,  
9/1/2023 to 8/31/2026  
713-23 Copier Equipment  
and Supplies, 5/18/2023 at  
4:00 PM, 9/1/2023 to 8/31/2026  
714-23 Mobile Command,  
Emergency Management,  
and Bio-Terrorist Vehicles,  
5/25/2023 at 4:00 PM,  
9/1/2023 to 8/31/2026  
715-23 Automotive Parts,  
Fluids, Equipment, and  
Maintenance Services,  
6/1/2023 at 4:00 PM,  
12/1/2023 to 11/30/2026  
716-23 Copy/Print and  
Document Management  
Services, 6/8/2023 at 4:00  
PM, 12/1/2023 to 11/30/2026  
717-23 Water Utility Me-  
ters and Monitoring Sys-  
tems, 6/15/2023 at 4:00 PM,  
12/1/2023 to 11/30/2026  
718-23 Unmanned Aerial  
Vehicles and Surveillance  
Services, 6/22/2023 at 4:00  
PM, 12/1/2023 to 11/30/2026  
719-23 Electric Vehicle  
Charging Stations, 6/29/2023  
at 4:00 PM, 12/1/2023 to  
11/30/2026  
720-23 HVAC Equipment,  
Supplies, and Installation of  
HVAC Equipment, 7/13/2023  
at 4:00 PM, 12/1/2023 to  
11/30/2026  
721-23 Underground Utili-  
ty Location Services,  
7/20/2023 at 4:00 PM,  
12/1/2023 to 11/30/2026  
722-23 School Buses,  
Parts, and Maintenance  
Repair Service, 8/10/2023 at  
4:00 PM, 12/1/2023 to  
11/30/2026  
723-23 Heavy Duty  
Trucks, Parts, and Mainte-  
nance Repair Service,  
8/17/2023 at 4:00 PM,  
12/1/2023 to 11/30/2026  
724-23 Vehicles, Police  
Motorcycles, Trucks,  
Parts, and Maintenance  
Repair Service, 8/24/2023 to  
4:00 PM, 12/1/2023 to  
11/30/2026

“Completed sealed propos-  
als will be received by the  
**Local Government Pur-  
chasing Cooperative** either  
by submitting the Proposal  
electronically through the  
Cooperative’s designated  
website or by hard copy  
submission at Local  
Government Purchasing  
Cooperative, Cooperative  
Purchasing Office, 12007  
Research Blvd., Austin, TX  
78759 or as set out in the In-  
structions to Proposers.”

**NOTE:** Proposal Invita-  
tions will be available at w



AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

TEXAS ASSOCIATION OF SCHOOL      0034252253      HOU004513224  
RAN A LEGAL NOTICE  
SIZE BEING: 4 x38 L

Product	Date	Class	Page
HOU Chronicle	Jan 18 2023	Bids and Proposals	B 5
HOU Chronicle	Jan 25 2023	Bids and Proposals	B 4

*[Handwritten Signature]*  
NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 25th Day of January A.D. 2023



*[Handwritten Signature]*  
Notary Public in and for the State of Texas

Texas Association of School Boards-Local Government Purchasing Cooperative

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

708-23 Auction Services, 3/23/2023 at 4:00 PM, 9/1/2023 to 8/31/2026  
709-23 Pest Control Management Services, 4/6/2023 at 4:00 PM, 9/1/2023 to 8/31/2026  
710-23 Election Voting Systems Equipment and Supplies, 4/13/2023 at 4:00 PM, 9/1/2023 to 8/31/2026  
711-23 Outdoor Street Lighting, 4/20/2023 at 4:00 PM, 9/1/2023 to 8/31/2026  
712-23 Musical Instruments, Equipment, and Instrument Repair Services, 4/27/2023 at 4:00 PM, 9/1/2023 to 8/31/2026  
713-23 Copier Equipment and Supplies, 5/18/2023 at 4:00 PM, 9/1/2023 to 8/31/2026  
714-23 Mobile Command, Emergency Management, and Bio-Terrorist Vehicles, 5/25/2023 at 4:00 PM, 9/1/2023 to 8/31/2026  
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716-23 Copy/Print and Document Management Services, 6/8/2023 at 4:00 PM, 12/1/2023 to 11/30/2026  
717-23 Water Utility Meters and Monitoring Systems, 6/15/2023 at 4:00 PM, 12/1/2023 to 11/30/2026  
718-23 Unmanned Aerial Vehicles and Surveillance Services, 6/22/2023 at 4:00 PM, 12/1/2023 to 11/30/2026  
719-23 Electric Vehicle Charging Stations, 6/29/2023 at 4:00 PM, 12/1/2023 to 11/30/2026  
720-23 HVAC Equipment, Supplies, and Installation of HVAC Equipment, 7/13/2023 at 4:00 PM, 12/1/2023 to 11/30/2026  
721-23 Underground Utility Location Services, 7/20/2023 at 4:00 PM, 12/1/2023 to 11/30/2026  
722-23 School Buses, Parts, and Maintenance Repair Service, 8/10/2023 at 4:00 PM, 12/1/2023 to 11/30/2026  
723-23 Heavy Duty Trucks, Parts, and Maintenance Repair Service, 8/17/2023 at 4:00 PM, 12/1/2023 to 11/30/2026  
724-23 Vehicles, Police Motorcycles, Trucks, Parts, and Maintenance Repair Service, 8/24/2023 at 4:00 PM, 12/1/2023 to 11/30/2026

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

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

# HEARST

## MEDIA SOLUTIONS

San Antonio Express News | ExpressNews.com | mySA.com

### SAN ANTONIO EXPRESS - NEWS AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:  
COUNTY OF BEXAR

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared: Tamika Perry, who after being duly sworn, says that she is the Newspaper Representative of HEARST NEWSPAPERS, LLC - dba: SAN ANTONIO EXPRESS - NEWS, a newspaper published in Bexar County, Texas and that the publication, of which the annexed is a true copy, was published to wit:

Customer ID	Customer	Order ID	Publication	Pub Date
20000624	TEXAS ASSN OF SCHOOL BOARDS	34251997	SAE Express-News	1/18/23
			SAE Express-News	1/25/23

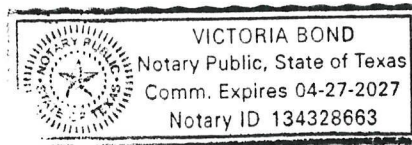


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**Tamika Perry**  
**Newspaper Representative**

Sworn and subscribed to before me, this 24 day of August A.D. 2023

Notary public in and for the State of Texas



THE LAWTON  
CONSTITUTION

P.O. Box 2069-L  
Lawton, OK 73502  
580-585-5000

Invoice

Invoice Date: 02/13/23  
Invoice: 1088206-35

75703

Research Blvd.  
Austin, TX 78752  
(512) 467-0222

Sales Rep: Debbie Jung  
Product: LC Legals  
Ad Type: I  
P.O #:   
Affidavit: Y  
Publication: The Lawton Constitution, www.SWOKNews.com

Published Dates:  
02/15/23, 02/22/23

Cost: \$40.89  
Discount: \$0.00  
Other Charges: \$30.00  
Admin Fee: \$1.42  
  
**Total: \$72.31**

**Ticket: 1088206**

Ad Title: Texas Association of Schoo  
Insertions: 4  
Classification: Legal Notices  
Ad Lines: 52  
Ad Size: 1 x 4.5 = 4.5

Published in  
The Lawton Constitution  
February 15, 22, 2023  
**TEXAS  
ASSOCIATION  
OF SCHOOL  
BOARDS-LOCAL  
GOVERNMENT  
PURCHASING  
COOPERATIVE**  
Proposal Number,  
Proposal Name,  
Proposal Deadline,  
Contract Effective Date,  
Contract Expiration Date  
711-23 Outdoor Street  
Lighting, 4/20/2023 at  
4:00 PM, 9/1/2023 to  
8/31/2026  
719-23 Electric Vehicle  
Charging Stations,  
6/29/2023 at 4:00  
PM, 12/1/2023 to  
11/30/2026  
720-23 HVAC Equipment,  
Supplies, and  
Installation of HVAC  
Equipment, 7/13/2023 at  
4:00 PM, 12/1/2023 to  
11/30/2026  
"Completed sealed pro-  
posals will be received by  
the Local Government Pur-  
chasing Cooperative either  
by submitting the Proposal  
electronically through the  
Cooperative's designated  
website or by hard copy sub-  
mission at Local Government  
Purchasing Cooperative,

To make a payment online, visit: <http://swoknews.snibilling.com>

THE LAWTON  
CONSTITUTION

P.O. Box 2069-L  
Lawton, OK 73502  
580-585-5000

75703

Research Blvd.  
Austin, TX 78752

Invoice: 1088206-35  
Invoice Date: 02/13/23

**Invoice Total: \$72.31**

**Total Paid:** \_\_\_\_\_

# Proof of Publication

TASB Bid

## Affidavit of Publication

State of Oklahoma, County of Cleveland, ss:

I, the undersigned publisher, editor or Authorized Agent of the Norman Transcript, do solemnly swear that the attached advertisement was published in said paper as follows:

1st Publication

February 15, 2023

2nd Publication

February 22, 2023

(Published in The Norman Transcript  
February 15, 22, 2023, 21)  
Texas Association of School Boards-  
Local Government  
Purchasing Cooperative  
Proposal Number, Proposal Name, Pro-  
posal Deadline, Contract Effective Date,  
Contract Expiration Date  
711-23 Outdoor Street Lighting,  
4/20/2023 at 4:00 PM, 9/1/2023 to  
8/31/2026  
719-23 Electric Vehicle Charging Sta-  
tions, 6/29/2023 at 4:00 PM, 12/1/2023 to  
11/30/2026  
720-23 HVAC Equipment, Supplies, and  
Installation of HVAC Equipment,  
7/13/2023 at 4:00 PM, 12/1/2023 to  
11/30/2026  
"Completed sealed proposals will be re-  
ceived by the Local Government Pur-  
chasing Cooperative either by submitting  
the Proposal electronically through the  
Cooperative's designated website or by  
hard copy submission at Local Govern-  
ment Purchasing Cooperative, Coopera-  
tive Purchasing Office, 12007 Research  
Blvd., Austin, TX 78759 or as set out in  
the Instructions to Proposers."  
NOTE: Proposal Invitations will be avail-  
able at [www.vendor.buyboard.com](http://www.vendor.buyboard.com). The  
Cooperative reserves the right to reject  
any or all bids and to waive any formal-  
ities in bidding except time of filing.

That said newspaper is Daily, in the city of Norman, Cleveland County, Oklahoma, a Daily newspaper qualified to publish legal notices, advertisements and publications as provided in Section 106 of Title 25, Oklahoma Statutes 1971, as amended, and complies with all other requirements of the laws of Oklahoma with reference to legal publications.

That said Notice, a true copy of which is attached hereto, was published in the regular edition of said newspaper during the period and time of publications and not in a supplement, on the above noted dates.

Signature

Subscribed and sworn before me on this 23rd day of February 2023.

My commission expires 09/30/26

Notary Public

Commission # 22013298

Cost of Publication \$ 43.79

Ad # 00511443

Acct # 23167970

Copies: 2

### PAY TO

The Norman Transcript  
P.O. Drawer 1058  
Norman, OK 73070

Please include the case number on  
your check.







# Order Confirmation

Ad Order Number 0010553777

## Customer

### TEXAS ASSOCIATION OF SCHOOL BOARDS

Account:1000955423  
 TEXAS ASSOCIATION OF SCHOOL BOARDS  
 12007 RESEARCH BLVD  
 AUSTIN TX 78759 USA  
 (800)695-2919

FAX:

## Payor Customer

### TEXAS ASSOCIATION OF SCHOOL BOARDS

Account: 1000955423  
 TEXAS ASSOCIATION OF SCHOOL BOARDS  
 12007 RESEARCH BLVD  
 AUSTIN TX 78759 USA  
 (800)695-2919

PO Number RFPs JAN 2023

Sales Rep. Kimberlee O'Neill

Order Taker Kimberlee O'Neill

Order Source Rep

Special Pricing

Tear Sheets	0	TearsheetsCost	\$0.00	Net Amount	\$1,068.88
Proofs	0			Tax Amount	\$0.00
Affidavits	1	AffidavitsCost	\$0.00	Total Amount	\$1,068.88
Blind Box				Payment Method	Invoice
Promo Type	OR Legal Ad 2x			Payment Amount	\$0.00
Materials				Amount Due	\$1,068.88
Invoice Text	RFPs JAN 2023				

## Ad Schedule

Product	The Oregonian::Full Run OR	Placement/Class	Announcements
# Inserts	2	POS/Sub-Class	Public Notices
Cost	\$1,053.88	AdNumber	0010553777-01
Ad Type	OR CLS Legal	Ad Size	2 X 54 li
Pick Up #		Ad Attributes	
External Ad #		Color	<NONE>
Production Method	OR AdBooker	Production Notes	
Run Dates	Sort Text	TEXASASSOCIATIONOFSCHOOLBOARDSLOCALGOVERNMENTPURCHASINGCOOPERATIVEPROPOSALNUMBER	
01/18/2023, 01/25/2023			

Product	OregonLive.com	Placement/Class	Announcements
# Inserts	8	POS/Sub-Class	Public Notices
Cost	\$15.00	AdNumber	0010553777-01
Ad Type	OR CLS Legal	Ad Size	2 X 54 li
Pick Up #		Ad Attributes	
External Ad #		Color	<NONE>
Production Method	OR AdBooker	Production Notes	
Run Dates	Sort Text	TEXASASSOCIATIONOFSCHOOLBOARDSLOCALGOVERNMENTPURCHASINGCOOPERATIVEPROPOSALNUMBER	
01/18/2023, 01/19/2023, 01/20/2023, 01/21/2023, 01/22/2023, 01/23/2023, 01/24/2023, 01/25/2023			

**Ad Content Proof**

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

**708-23** Auction Services, 3/23/2023 at 4:00 PM, 9/1/2023 to 8/31/2026  
**709-23** Pest Control Management Services, 4/6/2023 at 4:00 PM, 9/1/2023 to 8/31/2026  
**710-23** Election Voting Systems Equipment and Supplies, 4/13/2023 at 4:00 PM, 9/1/2023 to 8/31/2026  
**711-23** Outdoor Street Lighting, 4/20/2023 at 4:00 PM, 9/1/2023 to 8/31/2026  
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