



**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. 792-26 for Software as a Service (SaaS), Cybersecurity Assessments, and Related Products and Services** must be received on or before 4:00 PM October 2, 2025, either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission as set out in the Instructions to Proposers. **Late proposals will not be accepted.**

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

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



## PROPOSAL INVITATION NO. 792-26

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## INSTRUCTIONS TO PROPOSERS

### Electronic Proposal Submission

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

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

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

#### *Before you submit*

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

#### *How to submit Proposal electronically*

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



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

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

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

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

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



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

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

## REQUIREMENTS FOR VENDOR CATALOGS/PRICELISTS IN PROPOSALS

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

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

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

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

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

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

## WITHDRAWAL OR MODIFICATION OF PROPOSALS

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



## GENERAL INFORMATION

### Proposal Invitation No. 792-26

### Software as a Service (SaaS) Products, Cybersecurity Assessments and Related Services

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

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

### PROPOSAL SUBMISSION INSTRUCTIONS

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

### INTENT AND PURPOSE OF THE CONTRACT

The intent of this Proposal Invitation is to solicit sealed Proposals to establish a contract for various types of Software as a Service (SaaS) Products, Cybersecurity Assessments and Related Services that may be procured by Cooperative members. Because individual members require different products, and/or services, this Proposal Invitation is a request for a discount off of catalog or price list for products and services. Purchases can be made by a Cooperative member at any time during the Contract term. Except as provided in section E.4 of the General Terms and Conditions or otherwise in this Proposal Invitation, Vendor shall hold its Awarded Pricing firm during the Contract term. In the event of price decreases, such price decreases shall be allowed for all products.

### TERM OF CONTRACT

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

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

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

### VALUE OF CONTRACT

**The estimated value of this contract is \$46,201,280;** however, this estimate is based on prior contracts for similar types of products and services and should not be construed to be a guaranty of either a minimum or maximum amount since usage may be dependent upon multiple factors including Cooperative members' actual needs and available funding.



## **SERVICE FEE**

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

## **CONFIDENTIAL INFORMATION**

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

## **ADDITIONAL INFORMATION: SOFTWARE AS A SERVICE (SAAS) AND MEMBER SOFTWARE AGREEMENT**

For purposes of this proposal invitation, Software as a Service (SaaS) shall be defined as a software application, web-based enterprise application, and/or cloud-based operations management software with a delivery model in which the software is licensed on a subscription basis and is centrally hosted by the software provider. It is the intent of this Proposal Invitation to solicit only products for which the SaaS product is offered as a standalone product. SaaS which is only offered by Vendor in conjunction with the sale of tangible equipment and/or products will not be considered for purposes of this proposal invitation.

A Cooperative member procuring SaaS and other products and services under any Contract awarded under this Proposal Invitation will likely negotiate and require Vendor to enter into a Member Software Agreement, as defined in the General Terms and Conditions, with additional terms that are specific to the Cooperative member's software and service needs including, but not limited to, configuration, integration, data security and access, licensing requirements, maintenance, updates, and other requirements. As provided in more detail in the General Terms and Conditions, including Section D.4 (Applicable Terms and Conditions; Ancillary Agreements), any ancillary agreement, including Member Software Agreement, must be in writing, signed by a representative of the Cooperative member with all necessary authority to accept the agreement. In regard to any subscription agreements, license agreements, website terms and conditions, terms of use, privacy policies, or similar terms, Vendor must provide such terms to the Cooperative member in writing prior to purchase, and such terms (including any Vendor amendments thereto) shall only be effective and binding on the Cooperative member if specifically approved by the Cooperative member in writing, signed by an authorized representative of the Cooperative member. Such ancillary agreement(s) shall not be approved by the Cooperative at the Cooperative level.

## **AWARD AND EVALUATION**

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



### **COMPLIANCE WITH APPLICABLE LAWS**

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

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

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

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

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

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

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



## PROPOSER'S ACCEPTANCE AND AGREEMENT

<p style="text-align: center;"><b>Proposal Invitation Name</b></p> <p>Software as a Service (SaaS), Cybersecurity Assessments, and Related Products and Services</p>	<p style="text-align: center;"><b>Proposal Due Date/Opening Date and Time</b></p> <p style="text-align: center;">October 2, 2025, at 4:00 PM</p>
<p style="text-align: center;"><b>Proposal Invitation Number</b></p> <p style="text-align: center;">792-26</p>	<p style="text-align: center;"><b>Location of Proposal Opening</b></p> <p style="text-align: center;">Texas Association of School Boards, Inc.                  BuyBoard Department                  12007 Research Blvd.                  Austin, TX 78759</p>
<p style="text-align: center;"><b>Contract Term</b></p> <p>April 1, 2026, through March 31, 2027, with two possible one-year renewals.</p>	<p style="text-align: center;"><b>Anticipated Cooperative Board Meeting Date</b></p> <p style="text-align: center;">February 2026</p>

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

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

\_\_\_\_\_  
 Date

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

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

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

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

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

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

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

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



## PROPOSAL FORMS PART 1: COMPLIANCE FORMS

### INSTRUCTIONS:

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

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

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

### PROPOSAL ACKNOWLEDGEMENTS

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

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

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



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

## FELONY CONVICTION DISCLOSURE

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

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

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

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

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

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

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



## RESIDENT/NONRESIDENT CERTIFICATION

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

Please check (✓) one of the following:

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

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

Company Name	Address	
City	State	Zip Code

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

## DEBARMENT CERTIFICATION

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

## VENDOR EMPLOYMENT CERTIFICATION

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

Please check (✓) one of the following:

- Yes
- No

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



## NO BOYCOTT VERIFICATION

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

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

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

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

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

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



## NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

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

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

## HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

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

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

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

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

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

## ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

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

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





## VENDOR CONSENT FOR NAME BRAND USE

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

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

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

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

### OPT OUT:

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

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

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



## CONFIDENTIAL/PROPRIETARY INFORMATION

### A. Public Disclosure Laws

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

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

Please check (✓) one of the following:

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

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

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

Confidential / Proprietary Information:

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*(Attach additional sheets if needed.)*

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



**B. Copyright Information**

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*(Attach additional sheets if needed.)*

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

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

**D. Consent to Release Proposal Tabulation**

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

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



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

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

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

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

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

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

 **YES**, I agree.

 **NO**, I do not agree.

### 2. Termination for Cause or Convenience:

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

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

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

 **YES**, I agree.

 **NO**, I do not agree.

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



### 3. Equal Employment Opportunity:

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

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

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

### 4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

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

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

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

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

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

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

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

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



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

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

Vendor agrees to comply with the above requirements when applicable.

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

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

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

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

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

### 8. Debarment and Suspension:

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

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

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

### 9. Byrd Anti-Lobbying Amendment:

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

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

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



### 10. Procurement of Recovered Materials:

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

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

### 11. Domestic Preferences for Procurements:

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

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

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

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

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

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

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

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

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



## COMPLIANCE FORMS SIGNATURE PAGE

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

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

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date



## PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

### INSTRUCTIONS:

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

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

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

### VENDOR BUSINESS NAME

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

#### Name of Proposing Company:

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

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

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

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

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

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

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

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## VENDOR CONTACT INFORMATION

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

### FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

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

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

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

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

**CURRENT BUYBOARD VENDORS**

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

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

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



### GOVERNMENTAL REFERENCES

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### COMPANY PROFILE

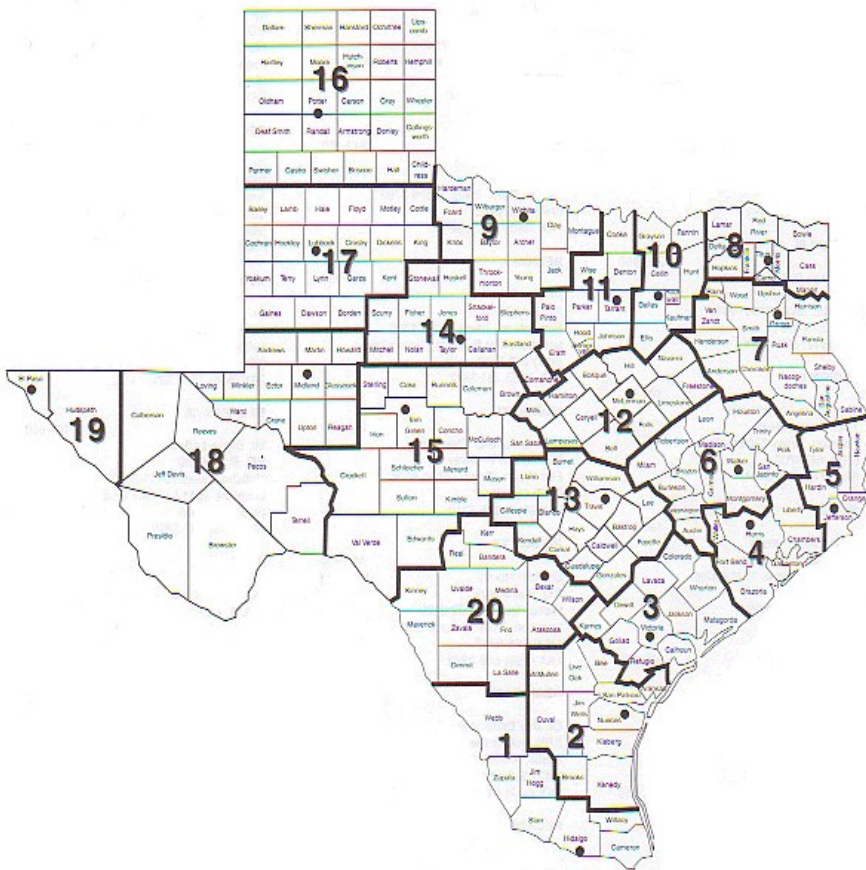
Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **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	Montana
Alaska	Nebraska
Arizona	Nevada
Arkansas	New Hampshire
California (Public Contract Code 20118 & 20652)	New Jersey
Colorado	New Mexico
Connecticut	New York
Delaware	North Carolina
District of Columbia	North Dakota
Florida	Ohio
Georgia	Oklahoma
Hawaii	Oregon
Idaho	Pennsylvania
Illinois	Rhode Island
Indiana	South Carolina
Iowa	South Dakota
Kansas	Tennessee
Kentucky	Texas
Louisiana	Utah
Maine	Vermont
Maryland	Virginia
Massachusetts	Washington
Michigan	West Virginia
Minnesota	Wisconsin
Mississippi	Wyoming
Missouri	



## 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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8. For software-related products, does your company permit escrow of source code and other items needed to provide the customer with continued use of the software in the event of Vendor bankruptcy or other issues which cause the functionality of the software to cease? Explain.

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## PROPOSAL SPECIFICATION SUMMARY

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

**PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. *No paper catalogs or manufacturer/vendor websites will be accepted.*

**PROPOSAL NOTE 2:** This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products.

### **Section I: Software as a Service (SaaS) Products and Related Services**

1. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Asset Management/Tracking Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
2. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Business/Financial Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
3. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Communications Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
4. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Curriculum/Instruction (K-12, special education, and higher education) Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
5. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Document/Record Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
6. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Facility/Maintenance Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
7. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Grant Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
8. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Information Technology Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
9. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Legal Cases and Courtroom Docket Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a



subscription basis and hosted by software provider.

10. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Payroll/Performance Appraisal/Workforce Recruitment Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
11. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Student Services (Appraisal, Discipline, Orientation) Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.

**Section II: Cybersecurity Assessments, and Related Products and Services**

12. Discount (%) off catalog/pricelist for **Cybersecurity Assessments, Products and Related Services** - all types of cybersecurity assessments and products used with networks and technology infrastructures including pre-breach mitigation monitoring services and breach mitigation services related to data/information security incidents.



## REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

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

### PROPOSAL FORMS PART 1: COMPLIANCE FORMS

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

### PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

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



## GENERAL TERMS AND CONDITIONS

### A. General Provisions

#### 1. Statement of Inclusion/Applicability

These General Terms and Conditions ("Terms and Conditions") apply to this Proposal Invitation and the proposing company's response to this Proposal Invitation. These Terms and Conditions are an integral part of any Contract which is awarded by the Cooperative under this Proposal Invitation any related Cooperative member Purchase Order or Member Software Agreement as described in these Terms and Conditions.

#### 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" or "BuyBoard 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;
- (d) Purchase Order between a Cooperative member and Vendor; and
- (e) Member Software Agreement. (A Purchase Order and/or Member Software Agreement 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 and Member Software Agreement terms 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.

**"Member Software Agreement"** means any and all additional written terms, conditions, or instructions, related to software products or services procured under a Contract awarded pursuant to this Proposal Invitation, which are required by a Cooperative member and accepted by a Vendor. The term includes subscription agreements, license agreements, hosted service agreements, or similar agreements which set forth terms, conditions, and requirements for the specific products and services purchased by the Cooperative member. Depending upon the nature of the goods or services and the Cooperative member project for which they are procured, these requirements may include, but are not limited to:

- 1) Conditions and specifications required by the Cooperative member, including software configuration, compatibility, integration, accessibility, and right of access;
- 2) Data storage, security, access, use, ownership, and other data-related requirements and terms for hosted services;
- 3) Rights and obligations in the event of data breach or loss or destruction of data;
- 4) Updates, maintenance, and support services;
- 5) Intellectual property rights; and
- 6) Cyber and other insurance requirements.

**"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.

#### 4. Software-related Products and Services

This Proposal Invitation includes software-related products and services, . It is not the intent of the Cooperative for these Terms and Conditions to represent and reflect the complete agreement between a Cooperative member and a Vendor with respect to a specific procurement for software-related products and services under a BuyBoard Contract awarded pursuant to this Proposal Invitation.

A Cooperative member procuring software-related products and services under a BuyBoard Contract will likely negotiate and require Vendor to enter into a Member Software Agreement with additional terms that are specific to the Cooperative member's software and service needs. For example, a Cooperative member may have specific requirements as to configuration, integration, data security and access, licensing requirements, maintenance, updates, insurance, and other requirements. The Member Software Agreement terms as agreed to by the Cooperative member and Vendor become a part of the BuyBoard Contract awarded under this Proposal Invitation, subject to the limitations of Section D.2 (Applicable Terms and Conditions; Ancillary Agreements).

## 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 products 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 additional information from Vendor 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 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.



Proposal pricing must not include the cost of engineering, architectural or other services that are required to be separately obtained by a Cooperative member under the Texas Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) or other applicable law.) 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 Member Software Agreements and 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).

As set forth in Section A.4 (Software-Related Products and Services) and subject to Section D.2 (Applicable Terms and Conditions; Ancillary Agreements), a Cooperative member procuring products and services under a BuyBoard Contract may negotiate additional terms with Vendor that are specific to the Cooperative member's product and service needs and may require Vendor to enter into an ancillary agreement or Member Software Agreement addressing such requirements. Vendor deviations at the Cooperative level regarding items applicable to a specific Cooperative member purchase are inappropriate and will not be accepted at the Cooperative level. Such items must be addressed directly with the purchasing Cooperative member and will only apply to a Cooperative member's purchase if specifically accepted by the Cooperative member in writing in accordance with the requirements of Section D.2 (Applicable Terms and Conditions; Ancillary Agreements).

**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 or Member Software Agreement 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(7) ("Contracting Information"), related to the Contract or any Cooperative member Purchase Order or Member Software Agreement thereunder as provided by the records retention requirements applicable to the governmental body for the duration of the Contract (including any Purchase Order or Member Software Agreement 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 or Member Software Agreement 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 or Member Software Agreement) that is in the custody or possession of Vendor; or



(B) preserve the Contracting Information related to the Contract (including any Purchase Order or Member Software Agreement 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, Purchase Order, or Member Software Agreement 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	40
2	Vendor Past Performance	15
3	Vendor Reputation for Goods and Services	15
4	Financial and Technical Resources	10
5	Capability of Servicing Cooperative Members	10
6	Any other relevant factor or requirement listed in this Proposal Invitation	10
TOTAL		100

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 and/or Member Software Agreement, as defined in section A.3 (Definitions) and further described in section A.4 (Software-Related Products and Services), for the awarded products or services. Vendor must honor all Purchase Orders issued by Cooperative members and Member Software Agreements entered into pursuant to this Contract 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 Member Software Agreements or other 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 Member Software Agreement or other 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.

For any ancillary agreement which seeks to incorporate software-related subscription agreements, license agreements, website terms and conditions, terms of use, privacy policies, or similar terms, Vendor must provide such terms to the Cooperative member in their entirety in advance of purchase. Such terms (including any Vendor amendments thereto) shall be subject to negotiation by the Cooperative member and shall only be effective and binding on the Cooperative member if specifically approved in writing and signed by a representative of the Cooperative member with all necessary authority to bind the Cooperative member.

By submitting a Proposal, Vendor understands and acknowledges that Cooperative members are governmental entities, and any provision in any Member Software Agreement or 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 Member Software Agreement or 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 Member Software Agreement or 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 Member Software Agreement or 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 and/or Member Software Agreement issued during the Contract term and afterwards with respect to any Purchase Order and/or Member Software Agreement 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 and/or Member Software Agreements.

**(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 and cyber insurance, necessary to protect Vendor and the Cooperative and its members from all claims for bodily injury, death, property damage, or other loss 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 or Member Software Agreement, as applicable, 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.

**(d) 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.

**(e) 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.

**(f) 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, if any, 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 provided in the Purchase Order or Member Software Agreement, 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 and/or Member Software Agreement 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, these Terms and Conditions, and/or any Member Software Agreement, 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, Member Software Agreement, 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, Member Software Agreement, 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 and Member Software Agreements 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, Purchase Order, Member Software Agreement, or other ancillary agreement between Vendor and a Cooperative member.**

#### **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, a Purchase Order, or a Member Software Agreement, 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, Purchase Order, or Member Software Agreement, 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); or

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 Member Software Agreement or refuse to accept delivery (1) as provided for in these Terms and Conditions, Cooperative member Purchase Order, Member Software Agreement, or ancillary agreement, or (2) for Vendor's material breach of a term or condition included in the Contract, a Cooperative member Purchase Order, Member Software Agreement, or ancillary agreement. Subject to any alternative remedies for a particular Cooperative member purchase which are agreed by an authorized representative of the Cooperative member in an ancillary agreement, including a Member Software Agreement, in accordance with the requirements of Section D.2 (Applicable Terms and Conditions; Ancillary Agreements), nothing herein shall limit the remedies available to a Cooperative member under applicable law, and Cooperative members may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Further, unless otherwise specifically disclosed by Vendor and agreed to in writing by an authorized representative of the Cooperative member in accordance with the requirements of Section D.2, Vendor shall be liable to a Cooperative member for any and all damages permitted by law. Any deviation submitted by Vendor in its Proposal seeking to limit Vendor's liability at the Cooperative level shall be deemed rejected.

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, a Purchase Order, or Member Software Agreement or ancillary agreement 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

Exhibit A



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, <b>should be rounded to 2 decimal places</b> )	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, <b>should be rounded to 2 decimal places</b> )	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

Exhibit A

34376638

Page 1 of 2 San Antonio Express - News

San Antonio Express - News  
AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:  
COUNTY OF BEXAR

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

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

  
Newspaper Representative Signature

Tamika Perry  
Newspaper Representative Printed Name

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



  
Notary Public in and for the State of Texas

Texas Association of School Boards-Local Government Purchasing Cooperative

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

- 790-26 Energy Saving Lighting Products, 3/19/2025 4:00 PM, 4/1/2025 to 3/31/2029
- 791-26 Water Treatment Chemicals and Pina Burehng Equipment, 5/25/2025 4:00 PM, 4/1/2026 to 3/31/2029
- 792-26 Software as a Service (SaaS) Products, Cybersecurity Assessments and Related Services, 10/2/2025 4:00 PM, 4/1/2026 to 3/31/2029
- 793-26 Background, Fingerprinting, and Drug/Diagnostic Testing Services and Products, 10/16/2025 4:00 PM, 4/1/2026 to 3/31/2029
- 794-26 Waste/Recycling Containers (Residential/Commercial) and Waste Disposal Services, 10/23/2025 4:00 PM, 4/1/2026 to 3/31/2029
- 795-26 Traffic Signal Systems and Safety Barrier Products, 10/30/2025 4:00 PM, 4/1/2026 to 3/31/2029
- 796-26 Radio Communication and Video Recording Products and Services, 11/8/2025 4:00 PM, 4/1/2026 to 3/31/2029
- 797-26 Driver Training Simulation Equipment and Services, 11/25/2025 4:00 PM, 4/1/2026 to 3/31/2029
- 798-26 Public Safety and Firehouse Supplies and Equipment, 11/13/2025 4:00 PM, 4/1/2026 to 3/31/2029
- 799-26 Oral Interpretation and Written Translation Services, 12/11/2025 4:00 PM, 6/1/2026 to 5/31/2029
- 800-26 Asphalt Products and Parking/Lot Striping Services, 12/18/2025 4:00 PM, 6/1/2026 to 5/31/2029
- 801-26 Swimming Pool Chemicals, Supplies and Equipment, 12/18/2025 4:00 PM, 6/1/2026 to 5/31/2029
- 802-26 Library Books, Used Textbooks, and Other Books, 1/15/2025 4:00 PM, 6/1/2026 to 5/31/2029
- 803-26 Highway Safety and Traffic Control Products, 1/23/2025 4:00 PM, 6/1/2026 to 5/31/2029
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Exhibit A

11057182

Page 1 of 2 Houston Chronicle

Houston Chronicle  
AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:  
COUNTY OF HARRIS

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

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

Victoria Bond  
Newspaper Representative (signature)

Victoria Bond  
Newspaper Representative (printed)

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



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

Texas Association of School Boards-Local Government Purchasing Cooperative

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

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IPLHOU0092458

# LOCALIQ

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

PO Box 631667 Cincinnati, OH 45263-1667

## AFFIDAVIT OF PUBLICATION

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

STATE OF WISCONSIN, COUNTY OF BROWN

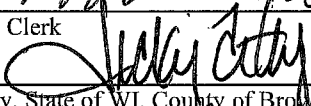
The Avalanche-Journal, a daily newspaper of general circulation in the counties of: Cochran, Crosby, Dawson, Floyd, Gaines, Garza, Hale, Hockley, Lamb, Lubbock, Lynn, Motley, Terry and Yoakum, Texas; printed and published in Lubbock County, Texas; that the publication, a copy of which is attached hereto,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

07/23/2025, 07/30/2025

Sworn to and subscribed before on 07/30/2025



Legal Clerk



Notary, State of WI, County of Brown



My commission expires

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

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VICKY FELTY  
Notary Public  
State of Wisconsin

Texas Association of School  
Boards Local Government  
Purchasing Cooperative

Proposal Number, Proposal  
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July 23, 30 2025  
LACO0336368

# LOCALiQ

Austin  
American-Statesman

PO Box 631667 Cincinnati, OH 45263-1667

## AFFIDAVIT OF PUBLICATION

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

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


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

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

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



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

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

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

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

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VICKY FELTY  
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# LOCALiQ

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

PO Box 631667 Cincinnati, OH 45263-1667

## AFFIDAVIT OF PUBLICATION


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

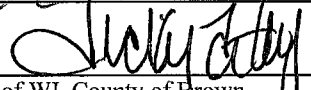
STATE OF WISCONSIN, COUNTY OF BROWN

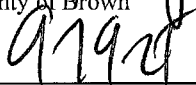
The Amarillo Globe-News is a daily newspaper of general circulation, printed and published in Amarillo, Potter County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper in the issues dated:

07/23/2025, 07/30/2025

Sworn to and subscribed before on 07/30/2025

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

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

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

Publication Cost:	\$900.00	
Tax Amount:	\$0.00	
Payment Cost:	\$900.00	
Order No:	11503764	# of Copies:
Customer No:	1360212	0
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<p>VICKY FELTY Notary Public State of Wisconsin</p>
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LACO0336287



PO Box 631667 Cincinnati, OH 45263-1667

**AFFIDAVIT OF PUBLICATION**

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

STATE OF WISCONSIN, COUNTY OF BROWN

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

07/23/2025, 07/30/2025

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

*[Handwritten Signature]*  
\_\_\_\_\_  
Legal Clerk  
*[Handwritten Signature]*  
\_\_\_\_\_  
Notary, State of WI, County of Brown  
9.19.25

My commission expires

Publication Cost: \$1061.30  
Tax Amount: \$0.00  
Payment Cost: \$1061.30  
Order No: 11498428 # of Copies:  
Customer No: 1360212 1  
PO #:

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PO Box 631667 Cincinnati, OH 45263-1667

**AFFIDAVIT OF PUBLICATION**


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

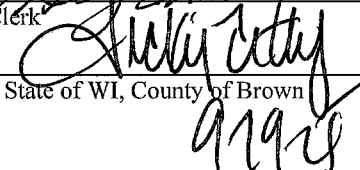
STATE OF WISCONSIN, COUNTY OF BROWN

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

07/23/2025, 07/30/2025

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

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

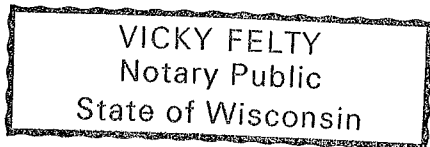
  
\_\_\_\_\_  
Notary, State of WI, County of Brown

My commission expires

Publication Cost:     \$1183.10  
Tax Amount:           \$0.00  
Payment Cost:         \$1183.10  
Order No:             11498460             # of Copies:  
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Texas Association of School  
Boards-Local Government

Purchasing Cooperative

Proposal Number, Proposal

Name, Proposal Deadline,

Contract Effective Date,

Contract Expiration Date

790-26 Energy Saving Light-

ing Products, 9/18/2025

4:00 PM, 4/1/2026 to

3/31/2029

791-26 Water Treatment

Chemicals and Pipe Bursting

Equipment, 9/25/2025 4:00

PM, 4/1/2026 to 3/31/2029

792-26 Software as a

Service (SaaS) Products,

Cybersecurity Assessments

and Related Services,

10/2/2025 4:00 PM,

4/1/2026 to 3/31/2029

793-26 Background, Finger-

printing, and Drug/Diagnos-

tic Testing Services and

Products, 10/16/2025 4:00

PM, 4/1/2026 to 3/31/2029

794-26 Waste/Recycling

Containers (Residen-

tial/Commercial) and Waste

Disposal Services,

10/23/2025 4:00 PM,

4/1/2026 to 3/31/2029

795-26 Traffic Signal

Systems and Safety Barrier

Products, 10/30/2025 4:00

PM, 4/1/2026 to 3/31/2029

796-26 Radio Communica-

tion and Video Recording

Products and Services,

11/6/2025 4:00 PM,

4/1/2026 to 3/31/2029

797-26 Driver Training

Simulation Equipment and

Services, 11/6/2025 4:00

PM, 4/1/2026 to 3/31/2029

798-26 Public Safety and

Firehouse Supplies and

Equipment, 11/13/2025

4:00 PM, 4/1/2026 to

3/31/2029

799-26 Oral Interpretation

and Written Translation

Services, 12/11/2025 4:00

PM, 6/1/2026 to 5/31/2029

800-26 Asphalt Products

and Parking/Road Striping

Services, 12/18/2025 4:00

PM, 6/1/2026 to 5/31/2029

801-26 Swimming Pool

Chemicals, Supplies and

Equipment, 12/18/2025

4:00 PM, 6/1/2026 to

5/31/2029

802-26 Library Books, Used

Textbooks, and Other

Books, 1/15/2025 4:00 PM,

6/1/2026 to 5/31/2029

803-26 Highway Safety and

Traffic Control Products,

1/22/2025 4:00 PM,

6/1/2026 to 5/31/2029

804-26 First Aid, Emergency

Medical, and Athletic Trainer

Supplies and Equipment,

1/29/2026 4:00 PM,

6/1/2026 to 5/31/2029

805-26 Field and Turf Irriga-

tion Products, Landscaping

Products, and Specialty

Conditioners/Soils,

2/5/2026 4:00 PM, 6/1/2026

to 5/31/2029

806-26 Grounds Mainte-

nance Equipment, Parts, and

Supplies, 2/12/2026 4:00

PM, 6/1/2026 to 5/31/2029

807-26 Copy/Office Paper

and Toner Supplies,

2/19/2026 4:00 PM,

6/1/2026 to 5/31/2029

"Completed sealed propos-

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Local Government Purchas-

ing Cooperative either by

submitting the Proposal

electronically through the

Cooperative's designated

website or by hard copy

submission at Local Govern-

ment Purchasing Coopera-

tive, Cooperative Purchas-

ing Office, 12007 Research

Blvd., Austin, TX 78759 or as

set out in the Instructions to

Proposers."

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PO Box 631667 Cincinnati, OH 45263-1667

**AFFIDAVIT OF PUBLICATION**

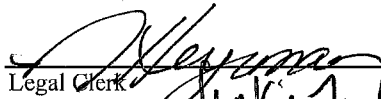
\_\_Ava Benford  
Texas Association of School Boards  
12007 Research BLVD  
Austin TX 78759-2429

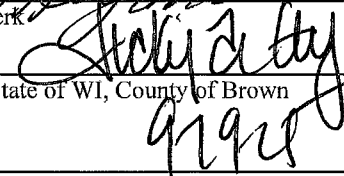
STATE OF WISCONSIN, COUNTY OF BROWN

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

07/23/2025, 07/30/2025

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

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

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

My commission expires

Publication Cost: \$950.52  
Tax Amount: \$0.00  
Payment Cost: \$950.52  
Order No: 11498451 # of Copies:  
Customer No: 1360212 1  
PO #:

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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  
790-26 Energy Saving Lighting Products, 9/18/2025 4:00 PM, 4/1/2026 to 3/31/2029  
791-26 Water Treatment Chemicals and Pipe Bursting Equipment, 9/25/2025 4:00 PM, 4/1/2026 to 3/31/2029  
792-26 Software as a Service (SaaS) Products, Cybersecurity Assessments and Related Services, 10/2/2025 4:00 PM, 4/1/2026 to 3/31/2029  
793-26 Background, Fingerprinting, and Drug/Diagnostic Testing Services and Products, 10/16/2025 4:00 PM, 4/1/2026 to 3/31/2029  
794-26 Waste/Recycling Containers (Residential/Commercial) and Waste Disposal Services, 10/23/2025 4:00 PM, 4/1/2026 to 3/31/2029  
795-26 Traffic Signal Systems and Safety Barrier Products, 10/30/2025 4:00 PM, 4/1/2026 to 3/31/2029  
796-26 Radio Communication and Video Recording Products and Services, 11/6/2025 4:00 PM, 4/1/2026 to 3/31/2029  
797-26 Driver Training Simulation Equipment and Services, 11/6/2025 4:00 PM, 4/1/2026 to 3/31/2029  
798-26 Public Safety and Firehouse Supplies and Equipment, 11/13/2025 4:00 PM, 4/1/2026 to 3/31/2029  
799-26 Oral Interpretation and Written Translation Services, 12/11/2025 4:00 PM, 6/1/2026 to 5/31/2029  
800-26 Asphalt Products and Parking/Road Striping Services, 12/18/2025 4:00 PM, 6/1/2026 to 5/31/2029  
801-26 Swimming Pool Chemicals, Supplies and Equipment, 12/18/2025 4:00 PM, 6/1/2026 to 5/31/2029  
802-26 Library Books, Used Textbooks, and Other Books, 1/15/2025 4:00 PM, 6/1/2026 to 5/31/2029  
803-26 Highway Safety and Traffic Control Products, 1/22/2025 4:00 PM, 6/1/2026 to 5/31/2029  
804-26 First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment, 1/29/2026 4:00 PM, 6/1/2026 to 5/31/2029  
805-26 Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils, 2/5/2026 4:00 PM, 6/1/2026 to 5/31/2029  
806-26 Grounds Maintenance Equipment, Parts, and Supplies, 2/12/2026 4:00 PM, 6/1/2026 to 5/31/2029  
807-26 Copy/Office Paper and Toner Supplies, 2/19/2026 4:00 PM, 6/1/2026 to 5/31/2029  
"Completed sealed proposals will be received by the Local Government Purchasing Cooperative either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission at Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759 or as set out in the Instructions to Proposers."

NOTE: Proposal Invitations will be available at [www.buyboard.com/vendor](http://www.buyboard.com/vendor). The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.  
July 23, 30, 2025 #11498451



PO Box 631667 Cincinnati, OH 45263-1667

**AFFIDAVIT OF PUBLICATION**

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

STATE OF WISCONSIN, COUNTY OF BROWN

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

07/23/2025, 07/30/2025

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

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

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

Texas Association of School  
Boards-Local Government  
Purchasing Cooperative

**Exhibit A**

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

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

"Completed sealed propos-  
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**Local Government Purchas-  
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submitting the Proposal  
electronically through the  
Cooperative's designated  
website or by hard copy  
submission at Local Govern-  
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tive, Cooperative Purchas-  
ing Office, 12007 Research  
Blvd., Austin, TX 78759 or as  
set out in the instructions to  
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[www.buyboard.com/vendor](http://www.buyboard.com/vendor).  
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bids and to waive any  
formalities in bidding except  
time of filing.

# LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

## AFFIDAVIT OF PUBLICATION

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

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

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

07/23/2025, 07/30/2025

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

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

8-21-26

My commission expires

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

Texas Association of  
School Boards-Local  
Government Purchasing  
Cooperative A

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

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

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

792-26 Software as a  
Service (SaaS) Products,  
Cybersecurity Assess-  
ments and Related  
Services, 10/2/2025 4:00  
PM, 4/1/2026 to  
3/31/2029

793-26 Background,  
Fingerprinting, and  
Drug/Diagnostic Testing  
Services and Products,  
10/16/2025 4:00 PM,  
4/1/2026 to 3/31/2029

794-26 Waste/Recycling  
Containers (Residen-  
tial/Commercial) and  
Waste Disposal Services,  
10/23/2025 4:00 PM,  
4/1/2026 to 3/31/2029

795-26 Traffic Signal  
Systems and Safety Barrier  
Products, 10/30/2025  
4:00 PM, 4/1/2026 to  
3/31/2029

796-26 Radio Communica-  
tion and Video Recording  
Products and Services,  
11/6/2025 4:00 PM,  
4/1/2026 to 3/31/2029

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

798-26 Public Safety and  
Firehouse Supplies and  
Equipment, 11/13/2025  
4:00 PM, 4/1/2026 to  
3/31/2029

799-26 Oral Interpretation  
and Written Translation  
Services, 12/11/2025 4:00  
PM, 6/1/2026 to  
5/31/2029

800-26 Asphalt Products  
and Parking/Road Striping  
Services, 12/18/2025 4:00  
PM, 6/1/2026 to  
5/31/2029

801-26 Swimming Pool  
Chemicals, Supplies and  
Equipment, 12/18/2025  
4:00 PM, 6/1/2026 to  
5/31/2029

802-26 Library Books,  
Used Textbooks, and  
Other Books, 1/15/2025  
4:00 PM, 6/1/2026 to  
5/31/2029

803-26 Highway Safety  
and Traffic Control Prod-  
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6/1/2026 to 5/31/2029

804-26 First Aid, Emer-  
gency Medical, and  
Athletic Trainer Supplies  
and Equipment,  
1/29/2026 4:00 PM,  
6/1/2026 to 5/31/2029

805-26 Field and Turf Irri-  
gation Products, Land-  
scaping Products, and  
Specialty Condition-  
ers/Soils, 2/5/2026 4:00  
PM, 6/1/2026 to  
5/31/2029

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

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

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

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[www.buyboard.com/vend](http://www.buyboard.com/vend)  
or. The Cooperative  
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waive any formalities in  
bidding except time of  
filing.

July 23,30,2025  
114984433

AD#: 0011012721

State of Oregon,) ss  
County of Multnomah)

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

**Oregonian 07/23, 07/30/2025**

*Stacey Tredici* 

Principal Clerk of the Publisher

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

*Kimberlee Wright  
O'Neill* 

Notary Public



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

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

Proposal Number	Proposal Name	Proposal Deadline	Contract Effective Date	Contract Expiration Date
790-26	Energy Saving Lighting Products	9/18/2025 4:00 PM	4/1/2026 to 3/31/2029	4/1/2026 to 3/31/2029
791-26	Water Treatment Chemicals and Pipe Bursting Equipment	9/25/2025 4:00 PM	4/1/2026 to 3/31/2029	4/1/2026 to 3/31/2029
792-26	Software as a Service (SaaS) Products, Cybersecurity Assessments and Related Services	10/2/2025 4:00 PM	4/1/2026 to 3/31/2029	4/1/2026 to 3/31/2029
793-26	Background, Fingerprinting, and Drug/Diagnostic Testing Services and Products	10/16/2025 4:00 PM	4/1/2026 to 3/31/2029	4/1/2026 to 3/31/2029
794-26	Waste/Recycling Containers (Residential/Commercial) and Waste Disposal Services	10/23/2025 4:00 PM	4/1/2026 to 3/31/2029	4/1/2026 to 3/31/2029
795-26	Traffic Signal Systems and Safety Barrier Products	10/30/2025 4:00 PM	4/1/2026 to 3/31/2029	4/1/2026 to 3/31/2029
796-26	Radio Communication and Video Recording Products and Services	11/6/2025 4:00 PM	4/1/2026 to 3/31/2029	4/1/2026 to 3/31/2029
797-26	Driver Training Simulation Equipment and Services	11/6/2025 4:00 PM	4/1/2026 to 3/31/2029	4/1/2026 to 3/31/2029
798-26	Public Safety and Firehouse Supplies and Equipment	11/13/2025 4:00 PM	4/1/2026 to 3/31/2029	4/1/2026 to 3/31/2029
799-26	Oral Interpretation and Written Translation Services	12/11/2025 4:00 PM	6/1/2026 to 5/31/2029	6/1/2026 to 5/31/2029
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802-26	Library Books, Used Textbooks, and Other Books	1/15/2026 4:00 PM	6/1/2026 to 5/31/2029	6/1/2026 to 5/31/2029
803-26	Highway Safety and Traffic Control Products	1/22/2026 4:00 PM	6/1/2026 to 5/31/2029	6/1/2026 to 5/31/2029
804-26	First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment	1/29/2026 4:00 PM	6/1/2026 to 5/31/2029	6/1/2026 to 5/31/2029
805-26	Feld and Turf Irrigation Products, Landscaping Products, and Specialty	2/12/2026 4:00 PM	6/1/2026 to 5/31/2029	6/1/2026 to 5/31/2029
806-26	Grounds Maintenance Equipment, Parts, and Supplies	2/12/2026 4:00 PM	6/1/2026 to 5/31/2029	6/1/2026 to 5/31/2029
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\*Completed sealed proposals will be received by the **Local Government Purchasing Cooperative** either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission at Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759 or as set out in the Instructions to Proposers."

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PO Box 631667 Cincinnati, OH 45263-1667

**AFFIDAVIT OF PUBLICATION**

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

STATE OF WISCONSIN, COUNTY OF BROWN

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

07/23/2025, 07/30/2025

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

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

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Notary, State of WI, County of Brown

My commission expires

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

VICKY FELTY  
Notary Public  
State of Wisconsin

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

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

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

Exhibit A

# The Dallas Morning News

## AFFIDAVIT OF PUBLICATION

STATE OF TEXAS

COUNTY OF DALLAS

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

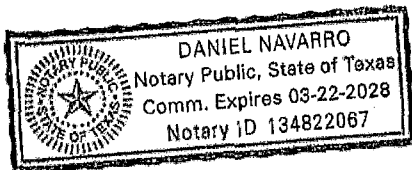
Texas Association of School Boards- Local Govt Purchasing Cooperative


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

  
Dallas Morning News Sales Operations

Sworn to and subscribed before me this

Date: September 4, 2025



  
Notary Public, State of Texas



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### AUTOMOTIVE

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- Commercial Vehicles
- Pickups
- SUVs
- Trucks
- Vans

**Defeat**

Duster, Zed, Golf, etc. condition, W/D connection, no parts, \$1,500, 7855 Sorrell Rd, Dallas, TX 75249, 936.234.4151

**FREE BIDS**

NORTH DENTALS  
469-256-6453

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

**HOMEOWNER FOR SALE**

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

**Chevrolet**

1978 Chevrolet Cavalier  
SS 3.96 5.3L, PS, PB, AC  
Heat Cracks, #8  
Merchandise, Headset,  
and Original Build  
Sheet, Daily Driver  
\$62K, 214-461-9998

Car: 2007 Chevrolet  
Cavalier Convertible  
Address Price: \$15,000  
130,000 Miles  
Admiral Blue Metallic  
Paint  
Magnetic Red  
Car can't be driven and  
it's in storage in  
Springtown, LA

Point of Contact:  
Jimmie Pitts  
Phone: 214-488-7736

**Mercedes Benz**

2011 Mercedes-Benz  
SL550 5.5L V8  
Convertible, Price  
\$14,000.00 Color: Black  
Exterior / Interior:  
1625 Miles, VIN:  
WDBTK73BA81P14324  
972-232-3660

### LEGAL

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Legal Notices    Legal Notices

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

795-24 Energy Saving Lighting Products, 8/19/2008 4:00 PM, 4/1/2009 to 3/31/2009  
791-24 Water Treatment Chemicals and Pipe Busting Equipment, 8/25/2008 4:00 PM, 4/1/2009 to 3/31/2009  
792-24 (Solid) Products, Coercive/Utility Assessments and Related Services, 10/20/2008 4:00 PM, 4/1/2009 to 3/31/2009  
793-24 Background, Fingerprinting, and Drug/Diagnostic Testing Services and Products, 10/15/2008 4:00 PM, 4/1/2009 to 3/31/2009  
794-24 Public Safety and Fire Protection Products and Services, 10/20/2008 4:00 PM, 4/1/2009 to 3/31/2009  
795-24 Traffic Signal Systems and Safety Barrier Products, 10/20/2008 4:00 PM, 4/1/2009 to 3/31/2009  
796-24 Driver Training Simulation Equipment and Services, 11/02/2008 4:00 PM, 4/1/2009 to 3/31/2009  
797-24 Oral Interpretation and Written Translation Services, 12/11/2008 4:00 PM, 4/1/2009 to 3/31/2009  
798-24 Public Safety and Fire Protection Products and Services, 12/11/2008 4:00 PM, 4/1/2009 to 3/31/2009  
799-24 Swimming Pool Chemicals, Supplies and Equipment, 12/11/2008 4:00 PM, 4/1/2009 to 3/31/2009  
800-24 Laundry Ropes, Lines, Towels and Other Supplies, 12/22/2008 4:00 PM, 4/1/2009 to 3/31/2009  
801-24 Highway Safety and Traffic Control Products, 12/22/2008 4:00 PM, 4/1/2009 to 3/31/2009  
802-24 Field and Turf Irrigation Products, Landscaping Products, and Security Conditioners/Salts, 12/22/2008 4:00 PM, 4/1/2009 to 3/31/2009  
803-24 Grounds Maintenance Equipment, Parts, and Supplies, 12/22/2008 4:00 PM, 4/1/2009 to 3/31/2009  
804-24 Cop/Office Paper and Toner Supplies, 2/1/2009 4:00 PM, 4/1/2009 to 3/31/2009

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

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

**Acres, Farms & Ranches**

2007 Chevrolet Cavalier Convertible  
Address Price: \$15,000  
130,000 Miles  
Admiral Blue Metallic  
Paint  
Magnetic Red  
Car can't be driven and  
it's in storage in  
Springtown, LA

Point of Contact:  
Jimmie Pitts  
Phone: 214-488-7736

**Mercedes Benz**

2011 Mercedes-Benz  
SL550 5.5L V8  
Convertible, Price  
\$14,000.00 Color: Black  
Exterior / Interior:  
1625 Miles, VIN:  
WDBTK73BA81P14324  
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### HOMEOWNER FOR RENT

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

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

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

### City of Dallas COMMUNITY DEVELOPMENT COMMISSION

The Community Development Commission (CDC) has scheduled a meeting on Thursday, September 4, 2008, at 10:00 AM at Dallas City Hall, 1500 Marilla Street, Collin County Building Room 605, and by videoconference. Residents may attend the meeting in-person; access videoconference link: [mtrts.dallas.gov/cdd](http://mtrts.dallas.gov/cdd) (access code: 248 484 5424, password: mtrts.dallas.gov/cdd). The meeting will be broadcast on Spectrum Cable Channel 96 and available on-demand online at: [mtrts.dallas.gov/cdd](http://mtrts.dallas.gov/cdd) (password: mtrts.dallas.gov/cdd).

Individuals and interested parties wishing to speak or submit public comments must register themselves in advance at [mtrts.dallas.gov/cdd](http://mtrts.dallas.gov/cdd) or call 972-744-6900 or contact Budget & Management Services/Community Development Division by phone at 972-744-6900 or by email at [cdmcom@cityofdallas.com](mailto:cdmcom@cityofdallas.com) no later than 24 hours in advance of the meeting. The City of Dallas will make Reasonable Accommodations to persons with disabilities and/or other activities to ensure any and all disabled individuals have access to services and resources to create an equal opportunity to participate in all City related programs, services and activities.

Anyone who requires an auxiliary aid or service to fully participate in the CDC meeting should notify Budget & Management Services/Community Development Division at 972-744-6900 or TTY 1-800-735-2989, 48 hours prior to the scheduled meeting.

La Comisión de Desarrollo Comunitario (CDC) ha programado una reunión para el jueves, 4 de septiembre de 2008, a las 10:00 PM en el Ayuntamiento de Dallas, 1500 Marilla Street, Collin County Building Room 605, y por videoconferencia. Los residentes podrán asistir a la reunión en persona; acceder al enlace de la videoconferencia en [mtrts.dallas.gov/cdd](http://mtrts.dallas.gov/cdd) (código de acceso: 248 484 5424, contraseña: mtrts.dallas.gov/cdd). La reunión también se transmitirá por el canal 96 de Spectrum Cable y estará disponible bajo demanda en línea en [mtrts.dallas.gov/cdd](http://mtrts.dallas.gov/cdd) (contraseña: mtrts.dallas.gov/cdd).

Las personas y partes interesadas que deseen hablar o presentar comentarios deben registrarse en el Departamento en [mtrts.dallas.gov/cdd](http://mtrts.dallas.gov/cdd) o llamar al 972-744-6900 o por correo electrónico a [cdmcom@cityofdallas.com](mailto:cdmcom@cityofdallas.com) no más tarde de 24 horas antes de la reunión. La Ciudad de Dallas hará "ajustes razonables" a los participantes con discapacidades o con otras actividades relacionadas para asegurar que todas las personas con discapacidades tengan acceso a servicios y recursos para crear un igualado de oportunidades para participar en todos los programas, servicios y actividades relacionadas con la Ciudad.

Cualquier persona que requiera un apoyo o servicio auxiliar para participar plenamente en el CDC debe notificar a la División de Administración de Servicios Comunitarios y de Desarrollo en el 972-744-6900 o TTY 1-800-735-2989, cuarenta y ocho (48) horas antes de la reunión programada.

### ORDINANCE NO. 4188-25 AN ORDINANCE OF THE CITY OF ALLEN, TEXAS, AMENDING THE CITY OF ALLEN, TEXAS, DEVELOPMENT CODE, AS AMENDED, BY AMENDING SECTION 6.03.01 (SCHEDULE OF PRINCIPAL AND ACCESSORY USES IN DOWNTOWN DISTRICT) TO DELETE USES THAT ARE OTHERWISE PROHIBITED IN SAID DISTRICT, AND MODIFYING THE TITLES OF VARIOUS USES TO CONFORM TO THE DEFINITIONS OF SAID USES BY REMOVING USES FROM SAID DISTRICT, MODIFYING THE TITLES OF VARIOUS USES TO CONFORM TO THE DEFINITIONS OF SAID USES BY AMENDING SECTION 6.03.02 (SCHEDULE OF PRINCIPAL AND ACCESSORY USES IN MASSAGE ESTABLISHMENTS) BY AMENDING SECTION 6.03.03 (TEMPORARY USE PERMITS) BY ADDING A NEW USE, BY AMENDING SECTION 6.03.04 (SUPPLEMENTAL USE REGULATIONS) BY ADDING SECTION 6.03.04.A (MESSAGE ESTABLISHMENTS) REGULATING THE USE AND DEVELOPMENT OF MESSAGE ESTABLISHMENTS AND SECTION 6.03.04.B (VEHICLE CHARGERS) REGULATING THE USE AND DEVELOPMENT OF ELECTRIC VEHICLE CHARGING STATIONS. BY AMENDING SECTION 7.03.03 (SCREENING REQUIREMENTS RELATING TO REUSE REQUIREMENTS) RELATING TO SCREENING REQUIREMENT FOR ELECTRIC VEHICLE CHARGING STATIONS. BY AMENDING SECTION 7.03.04 (VEHICLE PARKING) BY AMENDING SECTION 7.03.05 (GENERAL REGULATIONS GOVERNING SIGNAGE) BY AMENDING SECTION 7.03.06 (GENERAL REGULATIONS GOVERNING SIGNAGE) BY AMENDING SECTION 7.03.07 (GENERAL REGULATIONS GOVERNING SIGNAGE) BY AMENDING SECTION 7.03.08 (GENERAL REGULATIONS GOVERNING SIGNAGE) BY AMENDING SECTION 7.03.09 (GENERAL REGULATIONS GOVERNING SIGNAGE) BY AMENDING SECTION 7.03.10 (GENERAL REGULATIONS GOVERNING SIGNAGE) BY AMENDING SECTION 7.03.11 (GENERAL REGULATIONS GOVERNING SIGNAGE) BY AMENDING SECTION 7.03.12 (GENERAL REGULATIONS GOVERNING SIGNAGE) BY AMENDING SECTION 7.03.13 (GENERAL REGULATIONS GOVERNING SIGNAGE) BY AMENDING SECTION 7.03.14 (GENERAL REGULATIONS GOVERNING SIGNAGE) BY AMENDING SECTION 7.03.15 (GENERAL REGULATIONS GOVERNING SIGNAGE) BY AMENDING SECTION 7.03.16 (GENERAL REGULATIONS GOVERNING SIGNAGE) BY AMENDING SECTION 7.03.17 (GENERAL REGULATIONS GOVERNING SIGNAGE) BY AMENDING SECTION 7.03.18 (GENERAL REGULATIONS GOVERNING SIGNAGE) BY 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Electronic Delivery

Tyler Bridges  
ClearGov Inc.  
2 Mill and Main Place, Suite 630  
Maynard, MA 01754

Welcome to BuyBoard!

**Re:** *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation  
No. 792-26, Software as a Service (SaaS), Cybersecurity Assessments, and Related Products and Services

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2026, through March 31, 2027, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 792-26 at: [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free to contact me at [bids@buyboard.com](mailto:bids@buyboard.com).

Sincerely,



Ava Benford, Department Director, Cooperative Procurement  
Texas Association of School Boards, Inc.,  
Administrator for The Local Government Purchasing Cooperative



Electronic Delivery

Tyler Bridges  
ClearGov Inc.  
2 Mill and Main Place, Suite 630  
Maynard, MA 01754

Welcome to BuyBoard!

**Re:** *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 792-26, Software as a Service (SaaS), Cybersecurity Assessments, and Related Products and Services

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2026, through March 31, 2027, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 792-26 at [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of National Cooperative members is available on the [buyboard.com](http://buyboard.com) website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

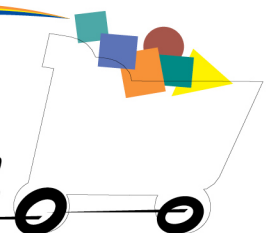
On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at [bids@buyboard.com](mailto:bids@buyboard.com).

Sincerely,

A handwritten signature in blue ink that reads "Ava Benford".

Ava Benford, Department Director, Cooperative Procurement  
Texas Association of School Boards, Inc.,  
Administrator for The Local Government Purchasing Cooperative

v.01.03.2025





**PROPOSER'S ACCEPTANCE AND AGREEMENT**

<p><b>Proposal Invitation Name</b> Software as a Service (SaaS), Cybersecurity Assessments, and Related Products and Services</p>	<p><b>Proposal Due Date/Opening Date and Time</b> October 2, 2025, at 4:00 PM</p>
<p><b>Proposal Invitation Number</b> 792-26</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> April 1, 2026, through March 31, 2027, with two possible one-year renewals.</p>	<p><b>Anticipated Cooperative Board Meeting Date</b> February 2026</p>

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

ClearGov, Inc.

Name of Proposing Company

September 30, 2025

Date

2 Mill and Main Place, Suite 630

Street Address

Signature of Authorized Company Official

Maynard, MA 01754

City, State, Zip

Bryan A. Burdick

Printed Name of Authorized Company Official

(855) 553-2715 Ext. 7087

Telephone Number of Authorized Company Official

President

Position or Title of Authorized Company Official

(774) 759-3045

Fax Number of Authorized Company Official

47-5205793

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: BB



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:** BB



### 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):

<b>ClearGov, Inc.</b>	<b>2 Mill and Main Place, Suite 630</b>	
Company Name	Address	
<b>Maynard</b>	<b>MA</b>	<b>01754</b>
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: JB



## NO BOYCOTT VERIFICATION

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

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

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

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

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

Initial: BB



## 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.]*

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: EB





## 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: EB



## 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: JB



**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: BB



## 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:** EB



### 3. Equal Employment Opportunity:

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

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

**YES**, I agree.

**NO**, I do not agree.

### 4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

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

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

**YES**, I agree.

**NO**, I do not agree.

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

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

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

**YES**, I agree.

**NO**, I do not agree.

Initial: BB



### 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: JB



### 10. Procurement of Recovered Materials:

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

YES, I agree.

NO, I do not agree.

### 11. Domestic Preferences for Procurements:

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

YES, I agree.

NO, I do not agree.

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

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

YES, I agree.

NO, I do not agree.

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

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

YES, I agree.

NO, I do not agree.

Initial: JB



## 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

ClearGov, Inc.

Company Name

*Bryan A Burdick*

Signature of Authorized Company Official

**Bryan A. Burdick, President**

Printed Name and Title

**September 30, 2025**

Date



## PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

### INSTRUCTIONS:

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

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

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

### VENDOR BUSINESS NAME

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

#### Name of Proposing Company:

\_\_\_\_\_

*(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.)* \_\_\_\_\_

**Exhibit A**  
**Request for Taxpayer**  
**Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b> <b>See Specific Instructions on page 3.</b>	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>ClearGov Inc.</b>		
	<b>2</b>	Business name/disregarded entity name, if different from above.		
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
	<input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____			
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>		<i>(Applies to accounts maintained outside the United States.)</i>
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions. <b>2 Mill and Main Pl, Ste 630</b>		Requester's name and address (optional)
	<b>6</b>	City, state, and ZIP code <b>Maynard, MA 01754</b>		
<b>7</b>	List account number(s) here (optional)			

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
4	7	-	5	2	0	5	7	9	3

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

<b>Sign Here</b>	Signature of U.S. person	Date <b>5/15/2025</b>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

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

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



## 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)			SaaS
9. Other			SaaS

**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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 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.)



# Company Profile

ClearGov® makes it easy to plan, build, and present your budget with confidence. Over 1,400 local governments, counties, schools, and special districts use ClearGov to bring stakeholders together in one central platform to manage the complete budget cycle - planning and tracking, budgeting, reporting, and engaging the community. Modern software built for the specific needs of the public sector, ClearGov is how to build the budget quickly and accurately, tell your financial story in a way that builds trust and support, and spend more time on the strategic initiatives that will help your community thrive. ClearGov is proudly endorsed by the National Association of Counties (NACo) and is an Affinity Partner with the International Association of School Business Officials (ASBO). For more information, visit [www.cleargov.com](http://www.cleargov.com).

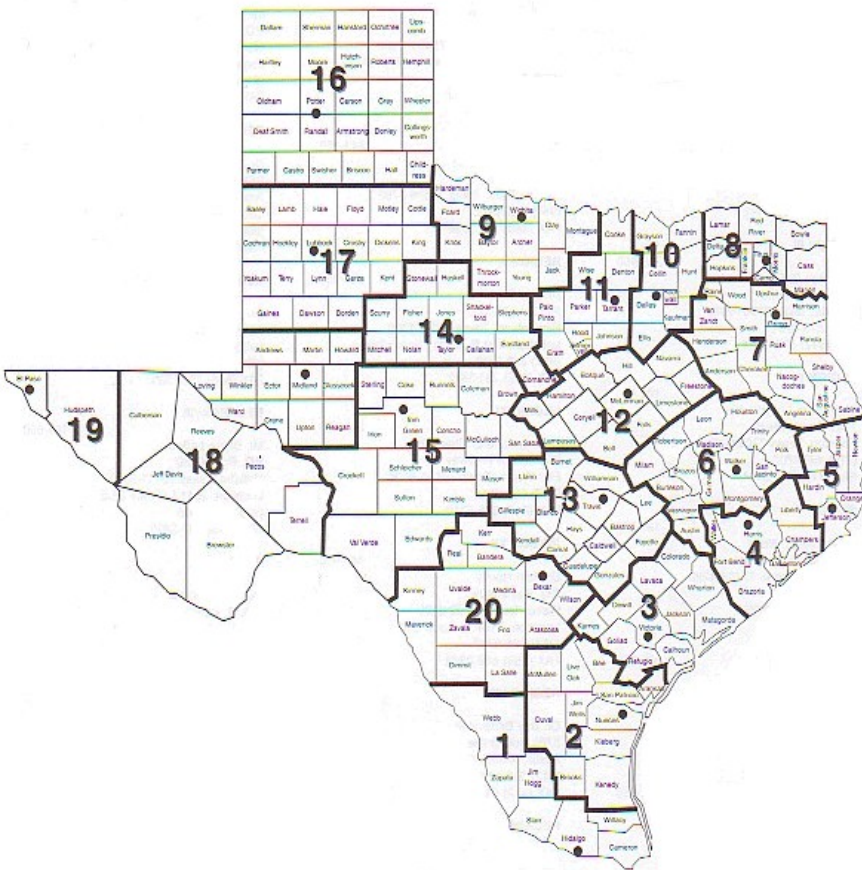
## TEXAS REGIONAL SERVICE DESIGNATION

***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.

**ClearGov, Inc.**

**792-26**

Name of Vendor

Proposal Invitation Number

**Bryan A. Burdick**

Signature of Authorized Company Official

Printed Name of Authorized Company Official

**September 30, 2025**

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* ( <b>*attach W-9</b> )	



## 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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8. For software-related products, does your company permit escrow of source code and other items needed to provide the customer with continued use of the software in the event of Vendor bankruptcy or other issues which cause the functionality of the software to cease? Explain.

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## PROPOSAL SPECIFICATION SUMMARY

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

**PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. *No paper catalogs or manufacturer/vendor websites will be accepted.*

**PROPOSAL NOTE 2:** This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products.

### **Section I: Software as a Service (SaaS) Products and Related Services**

1. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Asset Management/Tracking Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
2. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Business/Financial Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
3. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Communications Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
4. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Curriculum/Instruction (K-12, special education, and higher education) Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
5. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Document/Record Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
6. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Facility/Maintenance Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
7. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Grant Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
8. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Information Technology Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
9. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Legal Cases and Courtroom Docket Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a



subscription basis and hosted by software provider.

10. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Payroll/Performance Appraisal/Workforce Recruitment Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
11. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Student Services (Appraisal, Discipline, Orientation) Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.

**Section II: Cybersecurity Assessments, and Related Products and Services**

12. Discount (%) off catalog/pricelist for **Cybersecurity Assessments, Products and Related Services** - all types of cybersecurity assessments and products used with networks and technology infrastructures including pre-breach mitigation monitoring services and breach mitigation services related to data/information security incidents.



## REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

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

### PROPOSAL FORMS PART 1: COMPLIANCE FORMS

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

### PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

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

## ClearGov Inc Information

Contact: Tyler Bridges  
 Address: 2 Mill and Main Place  
 Suite 630  
 Maynard, MA 01754  
 Phone: (855) 553-2715  
 Fax: (774) 759-3045  
 Toll Free: (855) 553-2715  
 Email: tbridges@cleargov.com  
 Web Address: www.cleargov.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Tyler Bridges  
 Signature

tbridges@cleargov.com  
 Email

Submitted at 10/2/2025 02:34:48 PM (CT)

## Requested Attachments

### BuyBoard Proposal Invitation No. 792-26, Software as a Service (SaaS), Cybersecurity Assessments, and Related Products and Services

ClearGov - BuyBoard Proposal Invitation No. 792-26.pdf

**REQUIRED**-In PDF format, upload all COMPLETED and FILLED in proposal invitation documents available for download at [www.buyboard.com.vendor](http://www.buyboard.com.vendor). Click on the **"Current and Upcoming Proposal Invitations"** button to view and download the forms for this proposal including any additional pages, as necessary. **NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored.** Download file to computer and complete proposal forms prior to submitting. (**DO NOT** password protect uploaded files.)

### Manufacturer Catalog(s) and/or Product Price list(s)

ClearGov - Rate Cards.pdf

**REQUIRED**-In PDF format **ONLY**, upload manufacturer catalog(s) and/or product price list(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/price list(s) with their Proposal response or Proposal will not be considered. **No paper catalogs or manufacturer/vendor websites will be accepted.** File size must not exceed 250MB. (**DO NOT** password protect uploaded files.)

### Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

No response

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (**DO NOT** password protect uploaded files.)

### Company Profile

ClearGov - Company Profile.docx

**REQUIRED**-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.*) (**DO NOT** password protect uploaded files.)

### IRS Form W-9 Request for Taxpayer Identification Number and Certification

ClearGov - IRS Form W-9.pdf

**REQUIRED**-In PDF format, upload W-9 form. (**DO NOT** password protect uploaded files.)

**ClearGov - Sole Source Provider Letter.pdf**

This letter confirms that ClearGov is the sole source provider for the products detailed herein.

**Bid Attributes**

<b>1</b>	<p><b>Name of Proposing Company (Legal Name)</b></p> <p>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. List the <b>LEGAL NAME</b> of the company seeking to contract with the Cooperative. Do <b>NOT</b> list an assumed name, dba, aka, etc. here. Such information may be provided below.</p> <input type="text" value="ClearGov Inc."/>
<b>2</b>	<p><b>Vendor Business Name</b></p> <p>Name by which Vendor, if awarded, wishes to be identified on the BuyBoard. If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used.</p> <input type="text" value="ClearGov Inc."/>
<b>3</b>	<p><b>Vendor Mailing/Street Address</b></p> <p>Vendor Mailing/Street Address</p> <input type="text" value="2 Mill and Main Place, Suite 630"/>
<b>4</b>	<p><b>Vendor Mailing/Street Address - City</b></p> <p>Vendor Mailing/Street Address - City</p> <input type="text" value="Maynard"/>
<b>5</b>	<p><b>Vendor Mailing/Street Address - State</b></p> <p>Vendor Mailing/Street Address - State (Abbreviate State Name)</p> <input type="text" value="MA"/>
<b>6</b>	<p><b>Vendor Mailing/Street Address - Zip Code</b></p> <p>Vendor Mailing/Street Address - Zip Code</p> <input type="text" value="01754"/>
<b>7</b>	<p><b>Federal Identification Number</b></p> <p>Federal Identification Number</p> <input type="text" value="47-5205793"/>
<b>8</b>	<p><b>No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification</b></p> <p>No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification</p>

**9 No Boycott Certification**

**Exhibit A**

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

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

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

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

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

Yes

**10 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.

Yes

1 1	<p><b>Historically Underutilized Business Certification</b> Exhibit A</p> <p>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.</p> <p><b>I certify that my company has been certified as a MWBE/HUB in the following categories:</b> <i>(Please check all that apply)</i></p>
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1 2	<p><b>Minority Owned Business</b></p> <p>Minority Owned Business</p> <p><input type="checkbox"/> <i>Minority Owned Business</i></p>
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1 3	<p><b>Women Owned Business</b></p> <p>Women Owned Business</p> <p><input type="checkbox"/> <i>Women Owned Business</i></p>
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1 4	<p><b>Service-Disabled Veteran Owned Business</b></p> <p>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)</p> <p><input type="checkbox"/> <i>Service-Disabled Veteran Owned Business</i></p>
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1 5	<p><b>Certification Number</b></p> <p>Certification Number</p> <p><input type="text" value="No response"/></p>
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1 6	<p><b>Name of Certifying Agency</b></p> <p>Certifying Agency</p> <p><input type="text" value="No response"/></p>
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1 7	<p><b>Non-MWBE/HUB</b></p> <p>My company has NOT been certified as a MWBE/HUB</p> <p><input type="checkbox"/> <i>Non-HUB</i></p>
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1 8	<p><b>Vendor General Contact Information</b></p> <p>Proposal/Contract General Contact Information</p>
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1 9	<p><b>Vendor Proposal/Contract Contact - First Name</b></p> <p>Vendor Proposal/Contract Contact - First Name</p> <p><input type="text" value="Tyler"/></p>
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2 0	<p><b>Vendor Proposal/Contract Contact - Last Name</b></p> <p>Vendor Proposal/Contract Contact - Last Name</p> <p><input type="text" value="Bridges"/></p>
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2 1	<p><b>Vendor Proposal/Contract Contact E-mail Address</b></p> <p>Vendor Proposal/Contract Contact E-mail Address</p> <p><input type="text" value="tbridges@cleargov.com"/></p>
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2 2	<b>Vendor Proposal/Contract Mailing Address</b> Exhibit A Vendor Proposal/Contract Mailing Address 2 Mill and Main Place, Suite 630
2 3	<b>Vendor Proposal/Contact Mailing Address - City</b> Vendor Proposal/Contact Mailing Address - City Maynard
2 4	<b>Vendor Proposal/Contact Mailing Address - State</b> Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name) MA
2 5	<b>Vendor Proposal/Contact Mailing Address - Zip Code</b> Vendor Proposal/Contact Mailing Address - Zip Code 01754
2 6	<b>Vendor Proposal/Contact Phone Number</b> Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) 855-553-2715
2 7	<b>Vendor Proposal/Contact Extension Number</b> Vendor Proposal/Contact Extension Number 7087
2 8	<b>Company Website</b> Company Website (www.XXXXX.com) www.cleargov.com
2 9	<b>Purchase Orders Contact Information</b> All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.  <b>Please select options below for receipt of Purchase Orders and provide the requested information:</b>  <ul style="list-style-type: none"> <li>I will use the internet to receive Purchase Orders at the following address</li> </ul> <input type="checkbox"/> Yes
3 0	<b>Purchase Order E-mail Address</b> Purchase Order E-mail Address orders@cleargov.com
3 1	<b>Purchase Order Contact - First Name</b> Purchase Order Contact - First Name Brenda

3 2	<b>Purchase Order Contact - Last Name</b> Exhibit A Purchase Order Contact - Last Name <input type="text" value="Luebbers"/>
3 3	<b>Purchase Order Contact Phone Number</b> Purchase Order Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="855-553-2715"/>
3 4	<b>Purchase Order Contact Extension Number</b> Purchase Order Contact Extension Number <input type="text" value="7003"/>
3 5	<b>Alternate Purchase Order E-mail Address</b> Alternate Purchase Order E-mail Address <input type="text" value="bluebbers@cleargov.com"/>
3 6	<b>Alternate Purchase Order Contact - First Name</b> Alternate Purchase Order Contact - First Name <input type="text" value="Brenda"/>
3 7	<b>Alternate Purchase Order Contact - Last Name</b> Alternate Purchase Order Contact - Last Name <input type="text" value="Luebbers"/>
3 8	<b>Alternate Purchase Order Contact Phone Number</b> Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="508-365-2050"/>
3 9	<b>Alternate Purchase Order Contact Extension Number</b> Alternate Purchase Order Contact Extension Number <input type="text" value="No response"/>
4 0	<b>Purchase Orders Contact Information</b> All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.  <b>Please select options below for receipt of Purchase Orders and provide the requested information:</b> <ul style="list-style-type: none"> <li>• Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.</li> </ul> <input type="text" value="No"/>
4 1	<b>Request for Quotes (RFQ)</b> Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

4 2	<b>Request for Quote (RFQ) E-mail Address</b> Exhibit A Request for Quote (RFQ) E-mail Address tbridges@cleargov.com
4 3	<b>Request for Quote (RFQ) Contact - First Name</b> Request for Quote (RFQ) Contact - First Name Tyler
4 4	<b>Request for Quote (RFQ) Contact - Last Name</b> Request for Quote (RFQ) Contact - Last Name Bridges
4 5	<b>Request for Quote (RFQ) Contact Phone Number</b> Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) 855-553-2715
4 6	<b>Request for Quote (RFQ) Contact Extension Number</b> Request for Quote (RFQ) Contact Extension Number 7087
4 7	<b>Alternate Request for Quote (RFQ) E-mail Address</b> Alternate Request for Quote (RFQ) E-mail Address No response
4 8	<b>Alternate Request for Quote (RFQ) Contact - First Name</b> Alternate Request for Quote (RFQ) Contact - First Name No response
4 9	<b>Alternate Request for Quote (RFQ) Contact - Last Name</b> Alternate Request for Quote (RFQ) Contact - Last Name No response
5 0	<b>Alternate Request for Quote (RFQ) Contact Phone Number</b> Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) No response
5 1	<b>Alternate Request for Quote (RFQ) Contact Extension Number</b> Alternate Request for Quote (RFQ) Contact Extension Number No response
5 2	<b>Invoices</b> Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. <b>All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.</b>

<b>5 3</b>	<b>Exhibit A</b>
<b>Invoices</b>	
<b>Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information:</b>	
(a) Service fee invoices and related communications should be provided directly to my company at:	
or	
(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:	
<i>If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.</i>	
<input type="text" value="Service fee invoices and notices direct to company"/>	

<b>5 4</b>	<b>Invoice Company Name</b>
Invoice Company Name	
<input type="text" value="ClearGov Inc."/>	

<b>5 5</b>	<b>Invoice Company Department Name</b>
Invoice Company Department Name	
<input type="text" value="Finance"/>	

<b>5 6</b>	<b>Invoice Contact - First Name</b>
Invoice Contact - First Name	
<input type="text" value="Brenda"/>	

<b>5 7</b>	<b>Invoice Contact - Last Name</b>
Invoice Contact - Last Name	
<input type="text" value="Luebbers"/>	

<b>5 8</b>	<b>Invoice Mailing Address</b>
Invoice Mailing Address (P.O. Box or Street Address)	
<input type="text" value="2 Mill and Main Place, Suite 630"/>	

<b>5 9</b>	<b>Invoice Mailing Address - City</b>
Invoice Mailing Address - City	
<input type="text" value="Maynard"/>	

<b>6 0</b>	<b>Invoice Mailing Address - State</b>
Invoice Mailing Address - State (Abbreviate State Name)	
<input type="text" value="MA"/>	

<b>6 1</b>	<b>Invoice Mailing Address - Zip Code</b>
Invoice Mailing Address (Zip Code)	
<input type="text" value="01754"/>	

6 2	<b>Invoice Contact Phone Number</b> Invoice Contact Phone Number (xxx-xxx-xxxx)	Exhibit A
		855-553-2715
6 3	<b>Invoice Contact Extension Number</b> Invoice Contact Extension Number	
		7003
6 4	<b>Invoice Contact Fax Number</b> Invoice Contact Fax Number (xxx-xxx-xxxx)	
		774-759-3045
6 5	<b>Invoice Contact E-mail Address</b> Invoice Contact E-mail	
		bluebbers@cleargov.com
6 6	<b>Invoice Contact Alternate E-mail Address</b> Invoice Contact Alternate E-mail Address	
		finance@cleargov.com
6 7	<b>Billing Agent Company Name</b> Billing Agent Company Name	
		No response
6 8	<b>Billing Agent Department Name</b> Billing Agent Department Name	
		No response
6 9	<b>Billing Agent Contact - First Name</b> Billing Agent Contact - First Name	
		No response
7 0	<b>Billing Agent Contact - Last Name</b> Billing Agent Contact - Last Name	
		No response
7 1	<b>Billing Agent Mailing Address</b> Billing Agent Mailing Address (P.O. Box or Street Address)	
		No response
7 2	<b>Billing Agent Mailing Address - City</b> Billing Agent Mailing Address - City	
		No response
7 3	<b>Billing Agent Mailing Address - State</b> Billing Agent Mailing Address - State (Abbreviate State Name)	
		No response

7 4	<b>Billing Agent Mailing Address - Zip Code</b> Exhibit A Billing Agent Mailing Address - Zip Code <input type="text" value="No response"/>
7 5	<b>Billing Agent Contact Phone Number</b> Billing Agent Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="No response"/>
7 6	<b>Billing Agent Contact Extension Number</b> Billing Agent Contact Extension Number <input type="text" value="No response"/>
7 7	<b>Billing Agent Fax Number</b> Billing Agent Fax Number <input type="text" value="No response"/>
7 8	<b>Billing Agent Contact E-mail Address</b> Billing Agent Contact E-mail Address <input type="text" value="No response"/>
7 9	<b>Billing Agent Alternative E-mail Address</b> Billing Agent Alternative E-mail Address <input type="text" value="No response"/>
8 0	<b>Shipping Via</b> Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other <input type="text" value="Other"/>
8 1	<b>Payment Terms</b> <i>Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).</i> <input type="text" value="Net 30 days"/>
8 2	<b>Vendor's Internal/Assigned Reference/Quote Number</b> Vendor's Internal/Assigned Reference/Quote Number <input type="text" value="No response"/>
8 3	<b>State or Attach Return Policy</b> Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative. <input type="text" value="ClearGov offers a 30-Day money-back guarantee."/>
8 4	<b>Electronic Payments</b> Are electronic payments acceptable to your company? <input type="text" value="Yes"/>

8 5	<p align="center"><b>Exhibit A</b></p> <p><b>Credit Card Payments</b></p> <p>Are credit card payments acceptable to your company?</p> <p><input type="text" value="Yes"/></p>
8 6	<p><b>Texas Regional Service Designation</b></p> <p><b>Texas Regional Service Designation - Refer to Form in Proposal Invitation</b></p> <p>The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you <b>must</b> indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <b><i>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.</i></b> Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.</p>
8 7	<p><b>Company Name</b></p> <p>Company Name</p> <p><input type="text" value="ClearGov Inc."/></p>
8 8	<p><b>Texas Regional Service Designation</b></p> <p>Select only one of the following options. If you select "I will NOT serve all Regions of Texas", you must then check the individual Regions you wish to serve.</p> <p><input type="text" value="I will serve all Regions of Texas"/></p>
8 9	<p><b>Region 1</b></p> <p>Region 1 - Edinburg</p> <p><input type="checkbox"/> Region 1</p>
9 0	<p><b>Region 2</b></p> <p>Region 2 - Corpus Christi</p> <p><input type="checkbox"/> Region 2</p>
9 1	<p><b>Region 3</b></p> <p>Region 3 - Victoria</p> <p><input type="checkbox"/> Region 3</p>
9 2	<p><b>Region 4</b></p> <p>Region 4 - Houston</p> <p><input type="checkbox"/> Region 4</p>
9 3	<p><b>Region 5</b></p> <p>Region 5 - Beaumont</p> <p><input type="checkbox"/> Region 5</p>
9 4	<p><b>Region 6</b></p> <p>Region 6 - Huntsville</p> <p><input type="checkbox"/> Region 6</p>

Exhibit A

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**Region 7**

Region 7 - Kilgore

*Region 7*

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**Region 8**

Region 8 - Mount Pleasant

*Region 8*

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**Region 9**

Region 9 - Wichita Falls

*Region 9*

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8

**Region 10**

Region 10 - Richardson

*Region 10*

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9

**Region 11**

Region 11 - Fort Worth

*Region 11*

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0

**Region 12**

Region 12 - Waco

*Region 12*

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0  
1

**Region 13**

Region 13 - Austin

*Region 13*

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**Region 14**

Region 14 - Abilene

*Region 14*

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0  
3

**Region 15**

Region 15 - San Angelo

*Region 15*

1  
0  
4

**Region 16**

Region 16 - Amarillo

*Region 16*

1  
0  
5

**Region 17**

Region 17 - Lubbock

*Region 17*

1  
0  
6

**Region 18**

Region 18 - Midland

*Region 18*

1 0 7	<b>Region 19</b> Region 19 - El Paso <input type="checkbox"/> <i>Region 19</i>	Exhibit A
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1 0 8	<b>Region 20</b> Region 20 - San Antonio <input type="checkbox"/> <i>Region 20</i>
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1 0 9	<b>State Service Designation</b> <b>State Service Designation - Refer to Form in Proposal Invitation.</b>  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 this form accordingly. <i>(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)</i> <b>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 form.</b>  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. <i>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>
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1 1 0	<b>Company Name</b> Company Name <input type="text" value="ClearGov Inc."/>
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1 1 1	<b>State Service Designation</b> <b>Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.</b>  <input type="text" value="I will serve all states in the United States"/>
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1 1 2	<b>Alabama</b> Alabama <input type="checkbox"/> <i>Alabama</i>
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1 1 3	<b>Alaska</b> Alaska <input type="checkbox"/> <i>Alaska</i>
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1 1 4	<b>Arizona</b> Arizona <input type="checkbox"/> <i>Arizona</i>
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1 1 5	<b>Arkansas</b> Arkansas <input type="checkbox"/> <i>Arkansas</i>
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1 1 6	<b>California</b> California (Public Contract Code 20118 & 20652) <input type="checkbox"/> <i>California</i>	Exhibit A
1 1 7	<b>Colorado</b> Colorado <input type="checkbox"/> <i>Colorado</i>	
1 1 8	<b>Connecticut</b> Connecticut <input type="checkbox"/> <i>Connecticut</i>	
1 1 9	<b>Delaware</b> Delaware <input type="checkbox"/> <i>Delaware</i>	
1 2 0	<b>District of Columbia</b> District of Columbia <input type="checkbox"/> <i>District of Columbia</i>	
1 2 1	<b>Florida</b> Florida <input type="checkbox"/> <i>Florida</i>	
1 2 2	<b>Georgia</b> Georgia <input type="checkbox"/> <i>Georgia</i>	
1 2 3	<b>Hawaii</b> Hawaii <input type="checkbox"/> <i>Hawaii</i>	
1 2 4	<b>Idaho</b> Idaho <input type="checkbox"/> <i>Idaho</i>	
1 2 5	<b>Illinois</b> Illinois <input type="checkbox"/> <i>Illinois</i>	
1 2 6	<b>Indiana</b> Indiana <input type="checkbox"/> <i>Indiana</i>	
1 2 7	<b>Iowa</b> Iowa <input type="checkbox"/> <i>Iowa</i>	

Exhibit A

1  
2  
8

**Kansas**

Kansas

*Kansas*

1  
2  
9

**Kentucky**

Kentucky

*Kentucky*

1  
3  
0

**Louisiana**

Louisiana

*Louisiana*

1  
3  
1

**Maine**

Maine

*Maine*

1  
3  
2

**Maryland**

Maryland

*Maryland*

1  
3  
3

**Massachusetts**

Massachusetts

*Massachusetts*

1  
3  
4

**Michigan**

Michigan

*Michigan*

1  
3  
5

**Minnesota**

Minnesota

*Minnesota*

1  
3  
6

**Mississippi**

Mississippi

*Mississippi*

1  
3  
7

**Missouri**

Missouri

*Missouri*

1  
3  
8

**Montana**

Montana

*Montana*

1  
3  
9

**Nebraska**

Nebraska

*Nebraska*

Exhibit A

1  
4  
0

**Nevada**

Nevada  
 *Nevada*

1  
4  
1

**New Hampshire**

New Hampshire  
 *New Hampshire*

1  
4  
2

**New Jersey**

New Jersey  
 *New Jersey*

1  
4  
3

**New Mexico**

New Mexico  
 *New Mexico*

1  
4  
4

**New York**

New York  
 *New York*

1  
4  
5

**North Carolina**

North Carolina  
 *North Carolina*

1  
4  
6

**North Dakota**

North Dakota  
 *North Dakota*

1  
4  
7

**Ohio**

Ohio  
 *Ohio*

1  
4  
8

**Oklahoma**

Oklahoma  
 *Oklahoma*

1  
4  
9

**Oregon**

Oregon  
 *Oregon*

1  
5  
0

**Pennsylvania**

Pennsylvania  
 *Pennsylvania*

1  
5  
1

**Rhode Island**

Rhode Island  
 *Rhode Island*

Exhibit A

1 5 2	<b>South Carolina</b> South Carolina <input type="checkbox"/> <i>South Carolina</i>
1 5 3	<b>South Dakota</b> South Dakota <input type="checkbox"/> <i>South Dakota</i>
1 5 4	<b>Tennessee</b> Tennessee <input type="checkbox"/> <i>Tennessee</i>
1 5 5	<b>Texas</b> Texas <input type="checkbox"/> <i>Texas</i>
1 5 6	<b>Utah</b> Utah <input type="checkbox"/> <i>Utah</i>
1 5 7	<b>Vermont</b> Vermont <input type="checkbox"/> <i>Vermont</i>
1 5 8	<b>Virginia</b> Virginia <input type="checkbox"/> <i>Virginia</i>
1 5 9	<b>Washington</b> Washington <input type="checkbox"/> <i>Washington</i>
1 6 0	<b>West Virginia</b> West Virginia <input type="checkbox"/> <i>West Virginia</i>
1 6 1	<b>Wisconsin</b> Wisconsin <input type="checkbox"/> <i>Wisconsin</i>
1 6 2	<b>Wyoming</b> Wyoming <input type="checkbox"/> <i>Wyoming</i>

**Bid Lines**

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1 **Section I: Software as a Service (SaaS) Products and Related Services**

Discount (%) off catalog/price list for **Software as a Service (SaaS) Products for Asset Management/Tracking Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. **Catalog/Price list MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**PROPOSAL NOTE 2:** This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

**Item Attributes**

**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

**NOTE:** Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2 **Section I: Software as a Service (SaaS) Products and Related Services**

Discount (%) off catalog/price list for **Software as a Service (SaaS) Products for Business/Financial Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**PROPOSAL NOTE 2:** This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

ClearGov - Rate Cards

3 Section I: Software as a Service (SaaS) Products and Related Services

Discount (%) off catalog/price list for Software as a Service (SaaS) Products for Communications Management Applications and Related Services - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. Catalog/Price list MUST be included or proposal will not be considered.

Total: 0%

Item Notes: PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

PROPOSAL NOTE 2: This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do not include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/price list proposed
Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

ClearGov - Rate Cards

4 **Section I: Software as a Service (SaaS) Products and Related Services**

Discount (%) off catalog/price list for **Software as a Service (SaaS) Products for Curriculum/Instruction (K-12, special education, and higher education) Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. **Catalog/Price list MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**PROPOSAL NOTE 2:** This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

**Item Attributes**

**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

**NOTE:** Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

5 **Section I: Software as a Service (SaaS) Products and Related Services**

Discount (%) off catalog/price list for **Software as a Service (SaaS) Products for Document/Record Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. **Catalog/Price list MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**PROPOSAL NOTE 2:** This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

**Item Attributes**

**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

**NOTE:** Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

**6 Section I: Software as a Service (SaaS) Products and Related Services**

Discount (%) off catalog/price list for **Software as a Service (SaaS) Products for Facility/Maintenance Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. **Catalog/Price list MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**PROPOSAL NOTE 2:** This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

**Item Attributes**

**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

**NOTE:** Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

7 **Section I: Software as a Service (SaaS) Products and Related Services**

Discount (%) off catalog/price list for **Software as a Service (SaaS) Products for Grant Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. **Catalog/Price list MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**PROPOSAL NOTE 2:** This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

**Item Attributes**

**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

**NOTE:** Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

8 **Section I: Software as a Service (SaaS) Products and Related Services**

Discount (%) off catalog/price list for **Software as a Service (SaaS) Products for Information Technology Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. **Catalog/Price list MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**PROPOSAL NOTE 2:** This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

**Item Attributes**

**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

**NOTE:** Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

**9 Section I: Software as a Service (SaaS) Products and Related Services**

Discount (%) off catalog/price list for **Software as a Service (SaaS) Products for Legal Cases and Courtroom Docket Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. **Catalog/Price list MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**PROPOSAL NOTE 2:** This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

**Item Attributes**

**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

**NOTE:** Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1  
0

**Section I: Software as a Service (SaaS) Products and Related Services**

Discount (%) off catalog/price list for **Software as a Service (SaaS) Products for Payroll/Performance Appraisal/Workforce Recruitment Management Applications and Related Services**- all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. **Catalog/Price list MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**PROPOSAL NOTE 2:** This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

**Item Attributes**

**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

**NOTE:** Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1  
1

**Section I: Software as a Service (SaaS) Products and Related Services**

Discount (%) off catalog/price list for **Software as a Service (SaaS) Products for Student Services (Appraisal, Discipline, Orientation) Management Applications and Related Services**- all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. **Catalog/Price list MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**PROPOSAL NOTE 2:** This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1  
2

Section II: Cybersecurity Assessments, and Related Products and Services

Discount (%) off catalog/price list for **Cybersecurity Assessments, Products and Related Services** - all types of cybersecurity assessments and products used with networks and technology infrastructures including pre-breach mitigation monitoring services and breach mitigation services related to data/information security incidents. . **Catalog/Price list MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**PROPOSAL NOTE 2:** This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

**Response Total: \$0.00**

October 1, 2025

The Local Government Purchasing Cooperative  
Attn: TASB Asst. Division Director, Cooperative Procurement  
12007 Research Blvd.  
Austin, TX 78759

To Whom It May Concern,

ClearGov provides unique budget planning, building and reporting solutions for local government agencies: towns, cities, counties, school districts, special districts, etc. More than 1,400 customers have purchased the ClearGov platform via sole source. For starters, this letter confirms that ClearGov, Inc. is the sole source provider for the following modules:

- ClearGov Operational Budgeting
- ClearGov Personnel Budgeting
- ClearGov Capital Budgeting
- ClearGov Digital Budget Book
- ClearGov Transparency
- ClearGov Strategic Planning
- ClearGov Digital Financial Reporting
- ClearGov Capital Project Tracking
- ClearGov ClearForms

All of these products are proprietary software solutions for which ClearGov, Inc. exclusively owns all intellectual property rights, and these products are protected by copyrights, trademarks and service marks. In addition, there are no agents or dealers authorized to represent any of these ClearGov products.

In addition, while it may be possible to build and present your budget using other technologies, no company offers the unique combination of features and functionality delivered by ClearGov. In addition, all ClearGov modules are designed and built to work seamlessly together. What follows is a partial list of the key features and functionality offered in each ClearGov Budget Cycle Management module.

### **Operational Budgeting**

- Ability to create multi-year operational budget forecasts & adjust variables by individual categories.
- Ability to collaboratively build a budget via a single, shared online workspace

## Exhibit A

- Ability to create an unlimited number of budget versions
- Ability to view historical trend analysis at fund, department, object or line item level
- Collaborative workflows to assign and track budget requests by department
- Includes drill-down functionality to review and/or request budget information at the line item or even sub-line item detail
- Ability to automatically generate a baseline budget based on multiple options, i.e. zero-based budgeting, forecasted budget, fixed percentage increase, etc.
- Ability for department heads to assign sub-requesters to portions of their budget
- Ability to review and approve/reject budget requests by individual request or by batch
- Ability to lock-down budget line items, e.g. headcount costs
- Ability to share budgets online for review by committee members
- Ability to add change justifications notes, comments and supporting materials to any line (or sub-line) item within the budget
- Integrated graphs that provide visual feedback throughout the budgeting process including historical trends and budget surplus/deficit
- Ability to track and report a thorough audit trail of all changes, comments and budget versions
- Includes a variety of pre-built reports as well as robust report builder and chart builder functionality that doesn't require programming knowledge
- Ability to export budget reports to Excel or other formats compatible with multiple ERP systems
- Ability to build, analyze, and approve/deny Funding Packages that include Personnel requests, e.g. new budget programs

### Personnel Budgeting

- Ability to create and customize multi-year personnel budget plans and scenarios
- Ability to define units, wage schedules, benefits and additional pay elements, etc. by position, role and department, including position control functionality
- Collaborative workflows for the collection of personnel requests and changes
- Includes a filterable dashboard summary of all personnel requests by type, department, etc.
- Ability to see projected total compensation breakdown at an employee level
- Ability to present proposed personnel budget scenario(s) for review in a shared, online dashboard and respond to on-the-fly what-if requests
- Ability to support personnel vacancy, retirement and furlough planning scenarios
- Ability to support collective bargaining, what-if planning scenarios
- Includes a variety of pre-built reports as well as robust report builder and chart builder functionality that doesn't require programming knowledge
- Ability to export budget reports to Excel or other formats compatible with multiple ERP systems

### Capital Budgeting:

- Ability to create and customize multi-year capital budget plans and scenarios
- Collaborative workflows for collecting capital requests
- Ability to automatically create detailed, shareable capital project summary pages
- Ability to add notes, comments, images, supplement documents, etc. to capital project summaries
- Ability to customize multiple types of capital request forms
- A filterable dashboard summary of all capital projects by type, department, funding source, etc
- Ability to score and rank capital requests by priority and strategic objectives

## Exhibit A

- Includes capital budget scenario planning functionality to enable allocation of capital projects across multiple funding sources
- Capital improvement website module with timelines, public commentary and ability for visitors to sign up for project change email notifications
- Includes a variety of pre-built reports as well as robust report builder and chart builder functionality that doesn't require programming knowledge
- Ability to export budget reports to Excel or other formats compatible with multiple ERP systems

### Digital Budget Book:

- Ability to automatically create a customizable budget book template
- Ability to create and present a budget book via an interactive, accessible Website with built-in navigation
- Includes built-in GFOA and ASBO award criteria guidelines
- Includes templated pages for fund pages, department pages, revenue pages, etc.
- Includes a pre-populated, customizable glossary of terms
- Includes automated narrative generation, powered by ClearGov AI
- Automatically populates pages with financial data, charts, tables, etc.
- Collaborative workflows for multi-user editing and creation of budget book pages
- Ability to embed dynamic data into narrative text throughout budget book
- Ability to embed customizable Financial Statements throughout budget book
- Ability to automatically update financial data throughout budget book
- Ability to upload and embed images, spreadsheets and other objects into budget book pages
- Ability to add links to attachments within budget book pages
- Ability to customize colors, fonts, graphics and other look & feel components
- Ability to create and embed custom financial and non-financial charts, graphs and tables
- Ability to generate and embed organizational charts
- Ability to automatically embed submitted and approved capital improvement projects
- Ability to duplicate the budget book & update financial data as the basis for next FY budget book
- Ability to automatically format and print to .PDF any portion of the budget book and/or the complete budget book with dynamic Table of Contents and page numbering

### Transparency:

- Ability to provide fiscal transparency via automated infographic profiles
- Ability to view financial data via multiple ERP dimensions, i.e. department, object, rev. source, etc.
- Includes drill-down functionality to view financial information in granular detail
- Includes census demographic profile data
- Ability to add commentary/context to all panels, charts and graphs within the transparency profile
- Ability to add custom panels to transparency profile
- Ability to display budget vs. actuals and provide regular updates
- Ability to display historical and forecasted financial figures
- Ability to create custom graphs and embed them in the transparency profile and/or directly in the municipal website.
- Ability to include department dashboards to communicate key performance metrics, including financial and non-financial graphs and metrics
- Ability to deliver a searchable, filterable open checkbook to provide check-level detail transparency

## Exhibit A

### Strategic Planning:

- Ability to create, manage and execute any type of strategic plan, including focus areas, goals and action items
- Automated workflow to enable updates to action items and goals
- Automated dashboard to present plan progress with built-in filters and drill-down
- Ability to allocate budget to specific focus areas and goals
- Collaborative workflows for multi-user editing and creation of plan components and plan presentation pages
- Ability to automatically create a customizable plan template
- Ability to create and present any plan via an interactive, accessible Website with built-in navigation
- Includes templated pages for SWOT analysis, focus areas, strategic objectives, etc.
- Ability to upload and embed images, spreadsheets and other objects into plan pages
- Ability to add links to attachments within plan pages
- Ability to customize colors, fonts, graphics and other look & feel components
- Ability to create and embed custom financial and non-financial charts, graphs and tables
- Plan pages built with responsive design to automatically resize and optimize viewing for desktop, pad or mobile environments
- Ability to automatically format and print to .PDF any portion of the plan and/or the complete plan document with dynamic Table of Contents and page numbering
- Seamless integration with budget data

### Digital Financial Reporting

- Ability to automatically create a customizable Annual Comprehensive Financial Report (ACFR) and Annual Financial Report (AFR) template
- Ability to automatically publish an online, ADA accessible and mobile-optimized version of the AFR or ACFR and integrate directly into any Website
- Collaborative workflows for multi-user editing and creation of financial reporting pages
- Ability to embed and update dynamic data into narrative text throughout the report
- Ability to upload and embed images, spreadsheets and other objects into report pages
- Ability to add links to attachments within report pages
- Ability to create and embed custom financial and non-financial charts, graphs and tables
- Ability to automatically format and print to .PDF any portion of the report and/or the complete report with dynamic Table of Contents and page numbering
- Seamless integration with a dynamic statement builder application
- Ability to create financial statements from best-practice templates
- Ability to map trial balance information into financial statements
- Ability to automatically update financial data in financial statements
- Includes built-in GFOA award criteria guidelines

### Capital Project Tracking

- Ability to create, manage and execute any capital project
- Ability to define phases and action items for each project
- Ability to track progress and status across all projects, phases and action items

## Exhibit A

- Automated workflow to enable updates to projects, phases and action items
- Automated dashboard to present progress across all projects
- Seamless integration with Capital Budgeting data
- Expedited sync workflow to quickly transition projects from budget requests to actionable projects
- Ability to allocate budget and spend to specific projects and phases, and to allocate funding for projects and categorize by specific funding sources
- Collaborative workflows for multi-user editing and creation of project components
- Ability to templatize project types to reduce time for project setup
- Ability to deliver a list of projects via an interactive, accessible website with built-in navigation
- Ability to upload and embed images, attachments and other objects into projects details
- Ability to set the specific location or area on a map for project location
- Ability to export a list of projects with high level detail, progress and financial information
- Ability for public website visitors to subscribe to email notifications for project updates
- Project pages built with responsive design to automatically resize and optimize viewing for desktop, pad or mobile environments

### ClearForms

- Fully self-service, no-code setup functionality
- Ability to customize and brand public form and landing pages
- Ability to customize URLs for portal and landing pages
- Ability to clone existing workflows and forms
- Includes flexible digital forms builder
- Includes flexible digital survey step builder
- Includes version control for workflows
- Ability to review queue and approve processes (mobile-responsive)
- Ability to require that subprocess(es) must be completed before main workflow is finalized
- Ability to create custom, print-at-home output documents (PDFs) for issued licenses and permits
- Supports conditional logic for branching workflows - including sections, reviews, assignments, subprocesses, and payments
- Includes no-code formula editor for application/license fees and calculations
- Includes discussion pane for direct government/applicant communication
- Includes status updates and automated/custom email notifications
- Includes activity log for step notifications
- Ability to create, import, and store workflow data entities, e.g. parcel data for building permits
- Built-in directory for searching applicants and entities
- Supports team functionality with role-based permissions for segregation and transfer of duties between staff in real time
- Integrated payments via credit/debit card or ACH
- Integrated handling for charge disputes and refunds
- Supports automated payouts on customer's self-determined schedule (daily, weekly, monthly)
- Supports online signatures from applicants and reviewers
- Supports comprehensive, exportable transaction history
- Includes data visualization for performance management, i.e. workflow activity, completion time, license revenue, et. al.
- Includes smart dashboards for both administrators and applicants

## Exhibit A

We look forward to having the opportunity to continue working with you. Please let me know if you have any questions or require additional information.

Sincerely yours,



Bryan A. Burdick  
President, ClearGov, Inc.



This ClearGov BCM Service Agreement (the "**Agreement**") is made and entered into by and between ClearGov, Inc. ("**ClearGov**"), a Delaware corporation with its principal offices at 2 Mill & Main; Suite 630, Maynard, MA 01754 and **Customer** (as defined in the applicable ClearGov Service Order) (each a "**Party**" and collectively the "**Parties**"). This Agreement governs the terms and conditions under which Customer may utilize the ClearGov Service as set forth herein and as specified in one or more applicable ClearGov Service Order(s) executed by Customer in connection herewith and incorporated herein (the "**ClearGov Service Order(s)**"). In event of any conflict between the terms set forth in this Agreement and any terms or conditions of any applicable ClearGov Service Order, the terms of the applicable ClearGov Service Order shall prevail.

WHEREAS ClearGov owns and operates the ClearGov Service, a Web-based SaaS solution that includes a variety of ClearGov App(s) and provides various features and functionality via such ClearGov App(s); and

WHEREAS Customer wishes to utilize the ClearGov Service in order to convey fiscal budget, key metrics and other information to the public as well as to leverage the functionality of such ClearGov App(s);

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ClearGov and Customer hereby agree as follows:

- 1) **Definitions.** Capitalized terms used in this Agreement, and not otherwise defined herein, shall have the following meanings:
  - 1.1) "**Account**" means an access point for the ClearGov Service that requires registration by the Customer.
  - 1.2) "**ClearGov API**" means an application programming interface that provides access to specified content and functionality within certain ClearGov Apps.
  - 1.3) "**ClearGov Apps**" means collectively all of the Web applications hosted by ClearGov and available via the ClearGov Service, including but not limited to the applications listed in any applicable ClearGov Service Order. All features, functionality, reports, etc. for each ClearGov App are included as material elements of the applicable ClearGov App. ClearGov may modify, combine, add or delete ClearGov Apps from the ClearGov Service from time to time at its sole discretion, provided that in the event that ClearGov terminates or deletes any ClearGov App to which Customer is actively subscribing, ClearGov shall provide a pro-rata refund for the applicable portion of the Subscription Service Fee for the remainder of the then current Service Period.
  - 1.4) "**ClearGov Data**" means any aggregated and normalized key metrics and benchmarking data collected by ClearGov for the delivery of the ClearGov Service.
  - 1.5) "**ClearGov Service**" means the complete set of ClearGov software and related materials including but not limited to the ClearGov Apps, ClearGov Data, ClearGov Web Site, the Documentation and the Software.
  - 1.6) "**ClearGov Web Site**" means the Web site owned and operated by ClearGov and made available at the following URL: <http://www.ClearGov.com> and/or any successor site(s).
  - 1.7) "**Customer PDF**" means one or more PDF files of Customer's digital documents created by Customer using the ClearGov Apps.
  - 1.8) "**Customer Data**" means any data provided to ClearGov by or on behalf of Customer or any data entered or uploaded into the ClearGov Service by or on behalf of Customer, including Sensitive Data entered or provided by Customer.

Customer Data specifically excludes ClearGov Data as well as any anonymized, customized, modified or derivative works related to the Customer Data.

- 1.9) "**Customer State**" means the state, commonwealth or territory in which the Customer is located.
- 1.10) "**Customer Web Site**" means any Web site owned and operated by Customer.
- 1.11) "**Documentation**" means any accompanying proprietary documentation made available to Customer by ClearGov for use with the ClearGov Service, including any documentation available online or otherwise.
- 1.12) "**Sensitive Data**:" means any Customer Data that may reasonably be deemed sensitive and/or private in nature, including but not limited to personal wage garnishments, individual healthcare-related expenses, data protected by HIPAA, etc.
- 1.13) "**Software**" means the source code and/or other code which are material elements of the ClearGov Apps and ClearGov Service.

## 2) Service Usage & Licenses.

- 2.1) **Account Password and Security.** Customer shall protect its passwords and take full responsibility for Customer's own, as well as any third-party, use of the Customer Account(s). Customer is solely responsible for any and all activities that occur under such Customer Account(s), except for any activities performed by ClearGov as set forth herein. Customer agrees to notify ClearGov immediately upon learning of any unauthorized use of a Customer Account or any other breach of security. From time to time, ClearGov's support staff may log in to the Customer Account in order to maintain or improve service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.
- 2.2) **ClearGov License.** Subject to the terms and conditions of this Agreement and as specifically set forth in the applicable ClearGov Service Order(s), ClearGov grants Customer a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license to utilize the ClearGov Service for the following functionality:
  - a) **Content Delivery.** Customer may integrate, link and publish applicable public-facing content from the applicable ClearGov Apps within one or more Customer Web Site(s);
  - b) **Application Access.** Customer may access the ClearGov Apps via Customer's Account to utilize the functionality provided within such ClearGov Apps; and
  - c) **API Access.** Customer may access the ClearGov API to distribute and display public-facing content from the ClearGov Apps within one or more Customer Web Site(s).

## 3) Term and Termination.

- 3.1) **Term.** The duration of this Agreement shall be defined in accordance with the Term set forth in all applicable Service Order(s). The Term shall commence upon the Start Date set forth in the first ClearGov Service Order executed between the Parties and shall continue in full force and effect until the termination or expiration of all applicable ClearGov Service Order(s) (the "**Term**").
- 3.2) **Termination.** This Agreement and/or any applicable ClearGov Service Order may be terminated prior to the expiration of the term as follows:
  - a) Either Party may terminate this Agreement if the other Party fails to cure a material breach of the Agreement within fifteen (15) days after receipt of written notice

thereof.

- b) Either Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership, bankruptcy, or assignment for the benefit of creditors.
- 3.3) **Obligations.** Upon expiration or termination of this Agreement:
- a) Each Party shall promptly return to the other all of the Confidential Information of the other Party in its possession or control;
- b) Customer shall cease use of the ClearGov Service and shall remove all links from the Customer Web Site(s) to any content provided by the ClearGov Apps, provided that Customer may continue to provide access to any Customer PDF(s). Customer shall be solely responsible for hosting and delivering such Customer PDF(s) as well as any ongoing costs for doing so; and
- c) Any outstanding fees shall become immediately due and payable, and termination of this Agreement shall not relieve Customer from its obligation to pay to ClearGov any such fees.
- 3.4) **Survival.** Sections 3.3, 3.4 and 4 through 8 inclusive shall survive any termination or expiration of this Agreement.

#### 4) Fees and Billing.

- 4.1) **Fees.** Customer shall pay the Fees in accordance with the terms set forth in the applicable ClearGov Service Order.
- 4.2) **Interest and Collections.** Customer will be charged \$50 for payments by checks that are returned due to insufficient funds. Any late payments will accrue interest equal to one and one-half percent (1.5%) per month, or the maximum amount allowable under law, whichever is less, compounded monthly. ClearGov shall be entitled to recover all reasonable costs of collection (including agency fees, attorneys' fees, in-house counsel costs, expenses and costs) incurred in attempting to collect payment from Customer.
- 4.3) **Taxes.** Customer is solely responsible for all applicable sales, use and other taxes and similar charges based on or arising from this Agreement or any ClearGov Service Order. In the event that Customer is exempt from sales tax, Customer will provide ClearGov with a tax-exempt certificate upon request.

#### 5) Intellectual Property.

- 5.1) **General.** Both Parties may only use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any preexisting or future works, trademarks, copyrights or technologies developed or created by either Party, including without limitation, their respective proprietary software used in connection with the development and provision of their respective Web sites, databases, systems, products and/or services. Unless specifically agreed by the Parties in writing, all intellectual property, including without limitation information that could become the subject of a patent, copyright or trade secret, developed by a Party in the context of performing its obligations under this Agreement shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute documents confirming such ownership.
- 5.2) **Data Ownership and License.**
- a) Customer represents and warrants that it has obtained all data subjects' consent or otherwise has the full legal right necessary to provide the Customer Data to ClearGov for ClearGov's use as contemplated by this Agreement. Customer acknowledges that ClearGov shall have no legal liability for its use and/or the display of the Customer Data

as contemplated by this Agreement.

- b) Customer represents and warrants that Customer shall not provide or enter Sensitive Data to be displayed in any publicly available element of the ClearGov Service. To the extent that Customer enters or uploads any Sensitive Data into the ClearGov Service, Customer shall assume full responsibility for the disclosure of such Sensitive Data. ClearGov is under no obligation to review and/or verify whether or not Customer Data includes Sensitive Data.
- c) Customer Data shall remain the property of Customer, and Customer hereby grants ClearGov a limited, perpetual, irrevocable and royalty-free right to use, copy, modify, and display the Customer Data within any ClearGov App(s) and for the purpose of providing the ClearGov Service.
- 5.3) **Proprietary Rights Notice.** The ClearGov Service and all intellectual property rights in the ClearGov Service are, and shall remain, the property of ClearGov. All rights in and to the ClearGov Service not expressly granted to Customer in this Agreement are hereby expressly reserved and retained by ClearGov without restriction, including, without limitation, ClearGov's right to sole ownership of the ClearGov API, ClearGov Apps, ClearGov Data, ClearGov Web Site, Documentation and Software. Without limiting the generality of the foregoing, Customer agrees not to (and to not allow any third party to): (a) sublicense, copy, distribute, rent, lease, lend or use the ClearGov Service outside of the scope of the license granted herein or make the ClearGov Service available to any third party or use the ClearGov Service on a service bureau time sharing basis; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the ClearGov Service or otherwise attempt to discover or reconstruct any source code, underlying ideas, algorithms, file formats, program interfaces or other trade secrets related to the ClearGov Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the ClearGov Service for any purpose without the express written consent of ClearGov; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyrights or other proprietary rights associated with ClearGov other than in the name of ClearGov; or (e) modify, remove, obscure, or alter any notice of copyright, trademark, or other proprietary right or legend appearing in or on any item included with the ClearGov Service. If the use of the ClearGov Service is being purchased by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the ClearGov Service, including its rights to use, modify, reproduce, release, perform, display or disclose any elements of the ClearGov Service, will be subject in all respects to the commercial license rights and restrictions provided in this Agreement.

#### 6) Representations, Warranties, Indemnification and Liability.

- 6.1) **By ClearGov.** ClearGov represents and warrants that: (i) the ClearGov Service shall be provided in accordance with, and shall not violate applicable laws, rules or regulations; and (ii) by using the ClearGov Service, Customer will not violate or in any way infringe upon the personal or proprietary rights of any third party, (iii) to ClearGov's knowledge, the ClearGov Service does not contain any virus, worm, Trojan horse, time bomb or similar contaminating or destructive feature; and (iv)

ClearGov holds all necessary rights to permit the use of the ClearGov Service and all components thereof provided to Customer under this Agreement.

- 6.2) By Customer. Customer represents and warrants that: (i) it has all right, title, and interest in and to the Customer Data necessary for its use in connection with the ClearGov Service; and (ii) it shall not use the ClearGov Service in a manner or in connection with any activity that would violate this Agreement or any law, rule or regulation or rights of any third party.
- 6.3) By Both. ClearGov and Customer both represent and warrant that (i) each has full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement is a legal, valid and binding obligation, enforceable against each Party in accordance with its terms; and (iii) entering into this Agreement will not knowingly violate the Agreement or any laws, regulations or third-party contracts.
- 6.4) Indemnification by ClearGov. At ClearGov's cost, ClearGov agrees to indemnify, hold harmless and defend Customer against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury (each, a "**Claim**") arising out of or relating to (i) ClearGov's breach of any term, condition, representation or warranty of this Agreement, (ii) ClearGov's violation of any third party rights in connection with the ClearGov Service or (iii) ClearGov's violations of applicable laws, rules or regulations in connection with the ClearGov Service. In such a case, Customer will provide ClearGov with written notice of such Claim. Customer shall cooperate as fully as reasonably required in the defense of any Claim. Customer reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by ClearGov. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to Customer, ClearGov shall not settle any Claim, without the written consent of Customer, such consent not to be unreasonably withheld.
- 6.5) Limited Warranty. ClearGov warrants that the ClearGov Service will be delivered in a professional and workmanlike manner substantially in accordance with the statement of work set forth in the applicable ClearGov Service Order and that the ClearGov Service will operate in all material respects as described in its product descriptions and/or documentation. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, INCLUDING ANY APPLICABLE CLEARGOV SERVICE ORDER, CLEARGOV MAKES NO ADDITIONAL WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS.
- 6.6) Limitation of Liability. NEITHER CLEARGOV NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING SENTENCE. BOTH PARTIES' TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS

ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE CUMULATIVE FEES PAID BY CUSTOMER TO CLEARGOV IN THE PRECEDING TWELVE (12) MONTHS. THE FOREGOING SHALL NOT LIMIT A PARTY'S (A) PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (B) LIABILITY FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.4; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7; (D) LIABILITY FOR ANY BREACH OF ITS REPRESENTATIONS, WARRANTIES, OR OBLIGATIONS UNDER SECTION 5.2; OR (E) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXCLUDING OR LIMITING A PARTY'S LIABILITY FOR FRAUD OR ITS LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE.

- 6.7) Essential Element. The provisions of this Section 6 are an essential element of the benefit of the consideration reflected in this Agreement.

## 7) Confidentiality.

- 7.1) Subject to any applicable open public records laws in the Customer State, each Party will keep the specific terms of this Agreement confidential, including the contents of the schedules and exhibits, and not disclose any portion of them to any third party (other than to its attorneys, accountants, advisors and potential investors who are bound to keep such information confidential) without the other Party's prior written consent, except as required by law, including but not limited to open public record laws.
- 7.2) In addition, in connection with the negotiation and performance of this Agreement, a Party (the "**Receiving Party**") may receive information from the other Party (the "**Disclosing Party**") which is confidential or proprietary in nature, including without limitation information about a Party's products, systems and services ("**Confidential Information**"). The Receiving Party agrees that, during the term of this Agreement and for a period of three (3) years thereafter, it will keep the Confidential Information in strictest confidence and protect such Confidential Information by similar security measures as it takes to protect its own Confidential Information of a similar nature, but in no event shall the Receiving Party take less than reasonable care with the Confidential Information of the Disclosing Party. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement.
- 7.3) The term "**Confidential Information**" shall not include information which A) is or becomes generally available to the public without breach of this Agreement, B) is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, C) becomes available from a third party not in breach of any obligations of confidentiality, D) is independently developed by the Receiving Party, or E) is required to be disclosed by the Receiving Party pursuant to law, rule, regulation, subpoena or court order, including but not limited to open public record laws.
- 7.4) The Parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this Section 7 may cause irreparable injury to the Disclosing Party; therefore, in the event either Party breaches the provisions of this Section 7, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent

injunctive relief without the necessity of posting a bond.

## 8) Miscellaneous.

- 8.1) General. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. The relationship between ClearGov and Customer is one of independent contractors, not partnership, joint venture or agency. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties hereto. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.
- 8.2) Entire Agreement. This Agreement and the accompanying ClearGov Service Order(s), together, constitute a valid and binding agreement between the Parties and are intended to be the Parties' complete, integrated expression of the terms of their agreement with respect to the ClearGov Service, and any prior agreements or understandings with respect to such subject matter are superseded hereby and fully merged herein.
- 8.3) Assignment. Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.
- 8.4) Marketing Materials. Customer agrees that ClearGov may utilize Customer's name solely to identify it as a ClearGov Customer on the ClearGov Web site, in client lists and other marketing materials. Any other uses of Customer's name and/or logo (other than as included in the content and/or other items furnished to ClearGov by Customer) shall require Customer's prior written consent.
- 8.5) Insurance. ClearGov shall maintain commercial general liability insurance, cybersecurity insurance, product liability insurance and auto liability insurance in amounts that are consistent with industry standards. ClearGov shall maintain Worker's Compensation insurance as required by law.
- 8.6) No Boycott of Israel. ClearGov hereby certifies that ClearGov is not currently engaged in and shall not, for the duration of the Term of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
- 8.7) Jurisdiction. This Agreement shall be governed by the applicable laws in the Customer State, without regard to conflict of laws rules. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined exclusively by

arbitration in the Customer State before a panel of three arbitrators. Such arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on an award, if any, may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

- 8.8) Modification. ClearGov shall have the right to modify this Agreement at any time by posting revised terms and conditions at the following URL: <http://www.ClearGov.com/terms-and-conditions>. Changes will be binding on the date they are posted. Continued use of the ClearGov Service will be considered acceptance by Customer of the then current Agreement.
- 8.9) Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, proclamation, regulation, or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party hereto, that Party upon giving prompt notice to the other Party shall be excused from such performance during such occurrence.
- 8.10) Notices. All notices, requests, or other communications between the Parties that are required or permitted hereunder will be in writing and will be given by: (a) delivery in person or by prepaid courier service with a nationally recognized courier company, (b) delivery by registered or certified mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) email to the address and/or fax number set forth in the applicable ClearGov Service Order. A Party may change the street or email address or fax number to which notice is to be sent by giving written notice of such change. Notices will be deemed given when received as evidenced by verification from the courier company, the mail or confirmation of email receipt or fax confirmation.
- 8.11) Titles & Subtitles. The titles and subtitles in this Agreement are used for convenience only and are not to be considered in construing it.

2 Mill & Main; Suite 630; Maynard, MA 01754

<b>Created By</b>	Nathaniel Pecina
<b>Contact Phone</b>	512-507-5879
<b>Contact Email</b>	npecina@cleargov.com

<b>Order Date</b>	May 20, 2026
<b>Order Valid If Signed By</b>	<b>Jun 25, 2026</b>

Customer Information					
<b>Customer</b>	Seminole County, FL	<b>Contact</b>	Tim Jecks	<b>Billing Contact</b>	
<b>Address</b>	1101 S. 1st st.	<b>Title</b>	Management and Budget Director	<b>Title</b>	
<b>City, St, Zip</b>	Sanford, FL 32771	<b>Email</b>	tjecks@seminolecountyfl.gov	<b>Email</b>	
<b>Phone</b>	407-665-000			<b>PO # (If any)</b>	

This Service Order will be contracted through...	
<b>Procurement Aggregator</b>	<b>ClearGov Contract</b>
Buyboard	Buyboard Proposal No. #792-26

The Services you will receive and the Fees for those Services are...		
<b>Customer Annual Budgeted Expenditures - All Funds Total</b>	<b>\$800,000,000</b>	
<b>Setup Services</b>	<b>Tier / Rate</b>	<b>Service Fees</b>
ClearGov Setup: Includes activation, onboarding, and training for ClearGov solutions	Tier 6B	\$ 63,000.00
ClearGov Setup: Bundle Discount - Discount for bundled solutions	Tier 6B	\$ (12,060.00)
<b>Total ClearGov Setup Service Fee - Billed ONE TIME</b>		<b>\$ 50,940.00</b>
<b>Subscription Services</b>	<b>Tier / Rate</b>	<b>Service Fees</b>
ClearGov Base Platform - Civic Edition	Tier 6B	\$ 7,000.00
ClearGov Operational Budgeting - Civic Edition	Tier 6B	\$ 38,800.00
ClearGov Personnel Budgeting - Civic Edition	Tier 6B	\$ 38,800.00
ClearGov Capital Budgeting - Civic Edition	Tier 6B	\$ 38,800.00
ClearGov Digital Budget Book - Civic Edition	Tier 6B	\$ 29,500.00
ClearGov Capital Project Tracking - Civic Edition	Tier 6B	\$ 29,500.00
Bundle Discount: Platform (50%)	Tier 6B	\$ (3,500.00)
Bundle Discount: Modules (25%)	Tier 6B	\$ (43,850.00)
<b>Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE</b>		<b>\$ 135,050.00</b>
<b>Special Terms</b>	<b>Applies to</b>	<b>Amount</b>
See attached Statement of Work	-- N/A --	\$ -

**ClearGov will provide your Services according to this schedule...**

Period	Start Date	End Date	Description
Setup	Jul 1, 2026	Jul 1, 2026	ClearGov Setup Services
Pro-Rata	Jul 1, 2026	Sep 30, 2026	ClearGov Subscription Services
Initial	Oct 1, 2026	Sep 30, 2031	ClearGov Subscription Services

**To be clear, you will be billed as follows...**

Billing Date(s)	Amount(s)	Notes
Jul 1, 2026	\$50,940.00	One-time Set-up Fee (excluding Grants Management)
Jul 1, 2026	\$33,762.50	3 Month Pro-Rata Subscription Fee
Oct 1, 2026	\$135,050.00	Year 1 Annual Subscription Fee
Oct 1, 2027	\$139,101.50	Year 2 Annual Subscription Fee
Oct 1, 2028	\$143,274.55	Year 3 Annual Subscription Fee
Oct 1, 2029	\$147,572.78	Year 4 Annual Subscription Fee
Oct 1, 2030	\$151,999.96	Year 5 Annual Subscription Fee

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.

**Billing Terms & Conditions**

<b>Valid Until</b>	<b>Jun 25, 2026</b>	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
<b>Payment</b>	<b>Net 30</b>	All invoices are due Net 30 days from the date of invoice.
<b>Initial Period Rate Increase</b>	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
<b>Rate Increase</b>	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

**General Terms & Conditions**

<b>Statement of Work</b>	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
<b>Taxes</b>	The Service Fees and Billing amounts set forth above in this ClearGov Service Order <b>DO NOT</b> include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
<b>Term &amp; Termination</b>	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service (s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period.
<b>Auto-Renewal</b>	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an <b>"Annual Term"</b> ), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
<b>Agreement</b>	The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: <a href="http://www.ClearGov.com/terms-and-conditions">http://www.ClearGov.com/terms-and-conditions</a> . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.

**Customer**

<b>Signature</b>	
<b>Name</b>	Tim Jecks
<b>Title</b>	Management and Budget Director

**ClearGov, Inc.**

<b>Signature</b>	
<b>Name</b>	Michael Mattson
<b>Title</b>	Chief Revenue Officer

**Please e-mail signed Service Order to [Orders@ClearGov.com](mailto:Orders@ClearGov.com) or Fax to (774) 759-3045**

**Order Type (ClearGov Internal Use Only)**

<b>Select Order Type for this Service Order</b>	NL	<b>If XS: Original Service Order Date</b>	
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# ADDITIONAL TERMS

## IT Security & Identity Requirements

### **1. Single Sign-On (SSO) Authentication**

Vendor shall support integration with Microsoft Entra ID for Single Sign-On (SSO) and federated authentication. County users shall authenticate to the ClearGov application using Entra ID to support identity lifecycle management and user experience.

### **2. Multi-Factor Authentication (MFA)**

Vendor shall support Multi-Factor Authentication (MFA) for County users authenticated via Microsoft Entra ID. MFA enforcement shall be configurable and managed through the County's Entra ID environment.

### **3. Geofencing / Conditional Access**

Vendor shall support authentication via Microsoft Entra ID such that the County may enforce location-based access restrictions, including geofencing, through its own Entra ID Conditional Access policies.

Vendor does not provide native application-level geofencing controls within the ClearGov application.

### **4. User Identification and Prohibited Data**

Vendor shall not use Social Security Numbers (SSNs) as a primary identifier within the application or database. Vendor shall support the use of a County-provided employee identifier (e.g., Seminole County Employee ID) as the unique identifying key for user records, subject to mutually agreed implementation details.

### **5. Security Incident and Breach Notification**

In the event of a Security Incident that rises to the level of a data breach involving County data, Vendor shall notify the County Department and the County Information Security Team without undue delay, in accordance with agreed incident response procedures.

Notification shall be made via email to: [infosec@seminolecountyfl.gov](mailto:infosec@seminolecountyfl.gov).

### **6. Compliance with County Policies**

Vendor shall ensure that the ClearGov application supports the County's compliance with applicable administrative codes, policies, and procedures related to data handling, privacy, and reporting requirements. Vendor shall maintain appropriate auditing and logging capabilities and, upon request, provide relevant audit data to support County compliance, reporting, and incident response activities.

## **The following terms shall be added to Exhibit A - Statement of work below:**

- Audit Tracking During Implementation. ClearGov shall utilize a shared success plan to be maintained and updated throughout the implementation process. This document will outline each module's configuration and associated training activities. Both parties shall have access to the shared success plan to monitor progress at each stage of implementation. The shared success plan is intended to promote alignment, accountability, and transparency between the parties.
- ClearGov and the Customer will mutually define the datasets exchanged between ClearGov and the Customer's financial system, JD Edwards (JDE). These datasets will include budget data, actuals, transaction data, chart of accounts, organizational structure, personnel information (if applicable), and capital project data. ClearGov will support the ingestion and export of these datasets in formats that align with the Customer's budget development processes and JDE upload requirements.
- ClearGov will provide import and export templates and related mapping documentation that outline how Customer-provided data aligns to ClearGov's configuration and how exported data supports the Customer's downstream JDE processes. ClearGov and the Customer will jointly validate all imported and exported data to ensure accuracy and compatibility with JDE requirements.
- Successful completion of data integration will include validated imports of all in-scope datasets, agreed-upon mapping documentation, and verified export files that support the Customer's operational and budget workflows, including re-loading finalized budget data into JDE.
- The System maintains a comprehensive audit trail designed to record all material user actions and data modifications, including any financial updates made within ClearGov (who changed what and when), as well as any changes made to project scopes and details within the Capital Budgeting and Capital Project Tracking Modules.
- Customer has the ability to customize and add reports for the Budget Document module, including the ability to incorporate externally generated charts, graphs, Smart Art Graphics, PDF's and other visual elements into the Budget Document and the ability to reference Department Goals to CIP Projects.

## EXHIBIT A

### Statement of Work

This Statement of Work (“SOW”) defines the scope, objectives, deliverables, and responsibilities associated with the implementation of the SaaS Solution and Implementation Services purchased under the applicable Service Order Form.

The specific modules and services to be implemented are as outlined in the Service Order Form and will be delivered in accordance with this SOW.

Each module follows a structured, milestone-based implementation process. When multiple modules are purchased as part of a bundle, implementation will be conducted as a unified project to streamline activities and ensure cross-module consistency.

#### **Implementation Methodology & Responsibilities**

##### **Implementation Approach**

Our methodology is iterative and collaborative, rooted in best practices from both public and private sector deployments. It emphasizes co-design, proactive communication, and phased delivery to ensure successful adoption and long-term sustainability.

Each project begins with a Joint Application Design Session (JADS), where our teams collaborate to define the solution framework and implementation plan. This is followed by structured milestones: Discovery, Data Integration, Configuration, Delivery, and Sign-Off. Final user training and transition to support are included in all deployments. The detailed definitions, deliverables, and responsibilities for each phase will be provided later in a detailed project plan, which accompanies the SOW.

##### **Client Responsibilities**

The success of the implementation depends on active participation, timely decision-making, and clear communication. To support this, the Client agrees to:

- Assign a primary project lead to coordinate internal resources and communications
- Participate in all milestone activities and design sessions (e.g., Joint Application Design Sessions – JADS)
- Provide timely access to relevant data, documentation, and legacy systems
- Review and approve project deliverables in a timely manner
- Attend configuration reviews, training sessions, and system testing as scheduled
- Perform data validation and confirm accuracy of loaded information prior to go-live
- Provide formal sign-off on deliverables within ten (10) business days of submission; if no feedback or objections are received, deliverables will be considered accepted
- Notify ClearGov promptly of any internal changes that may impact project scope or timeline

**Assumptions**

- Implementation services are delivered remotely unless otherwise agreed
- Project success depends on timely inputs from both parties
- Client-side approvals and resourcing will be in place before project kickoff
- Change orders are required for scope or timeline modifications

**Phase 1: Discovery and Planning (Joint Application Design Sessions – JADS)**

In this phase, ClearGov and the Customer will collaborate through Joint Application Design Sessions (JADS) to define the solution framework, establish key project plans, and align on configuration requirements. This milestone sets the foundation for a successful implementation by aligning both teams on scope, expectations, and timelines.

**Objectives:**

- Review and validate the project scope, contracts, and software subscription licenses
- Assess the Customer's current systems, documentation, reports, and templates
- Define the solution framework, workflows, and data structures within ClearGov
- Identify any functional gaps or risks and outline a mitigation plan
- Establish project start and end dates and a preliminary timeline
- Confirm roles, responsibilities, and communication protocols

**Deliverables:**

- Finalized project plan and implementation timeline
- Configuration guide detailing the proposed ClearGov system setup
- Roles and responsibilities matrix
- Risk log and mitigation strategies
- Documentation of current state review and system assessment

**Phase 2: Data Integration**

Following the completion of the Discovery and Planning phase, ClearGov and the Customer will begin configuring the system based on the jointly defined solution design. During this phase, ClearGov will configure data elements, integrations (if purchased), and validation logic to align with the Customer's business requirements. Ongoing collaboration will be essential to review configurations, resolve issues, and ensure alignment as questions or changes arise.

**Objectives:**

- Configure data elements, roles, reports, dimensional structures, and workflows in accordance with the agreed-upon design
- Establish integration with source systems or ingest structured data from the Customer
- Configure automated data imports, mapping structures, and validation logic
- Load, validate, and test required datasets
- Align on configuration changes through iterative reviews with the Customer

**Deliverables:**

- Data integration framework and documentation
- Configured system environment reflecting the Customer's structure and workflows
- Validated data imports with quality assurance (QA) checks
- Initial test results and configuration sign-off
- Import configuration templates (e.g., for data file extracts and imports)

**Phase 3: Configuration**

With data structures and integration points established, the Configuration phase focuses on building the ClearGov system to meet the Customer's approved design specifications. ClearGov will configure templates, workflows, business rules, reports, outputs, and user roles to ensure alignment with project objectives. This phase also includes planning for module delivery and documenting any necessary, changes, updates and modifications prior to full acceptance

**Objectives:**

- Configure system components including database models, dimensions, cubes, rules, and views
- Build module-specific templates, data entry forms, workflows, and dashboards
- Set up user roles, groups, and approval routing based on the design
- Conduct internal system testing, review and QA
- Identify and document required adjustments based on testing feedback

**Deliverables:**

- Fully configured ClearGov environment aligned to the approved scope
- Module-specific templates and workflows
- Role-based access and routing setup documentation
- Formal configuration, module delivery and acceptance

**Phase 4: Project Sign Off**

In the final phase of the implementation, ClearGov and the Customer will complete final testing, formalize acceptance of delivered modules, and transition the relationship to the Training, Customer Success, and Support teams. This phase ensures that all agreed-upon deliverables have been met and that the Customer is equipped for a successful go-live and continued system adoption.

**Objectives:**

- Complete final testing and obtain user acceptance of the configured solution
- Review implementation experience and assess outcomes with the Customer
- Upload final project documentation and system configurations
- Confirm delivery of all in-scope modules and services per the implementation plan
- Prepare system for transition to training and post-go-live support

**Deliverables:**

- Formal module and project sign-off documentation signed by both parties
- Delivery of all purchased modules and implementation services
- Uploaded documentation and/or training recordings
- Transition summary and handoff to Training, Customer Success, and Support teams
- Communication and support plan for end-user engagement

**Phase 5: Training**

ClearGov will work collaboratively with the Customer to deliver effective training tailored to user roles and the modules in scope. Standard training materials for administrators and end users will be provided. Training may be delivered by ClearGov and/or the Customer, depending on internal preferences and capacity. Prior to training, a plan will be reviewed and agreed upon to ensure alignment with the Customer's internal rollout and support needs.

**Objectives:**

- Develop a training plan based on the approved configuration and user roles
- Deliver administrator and/or end-user training aligned to the modules deployed
- Confirm successful knowledge transfer

**Deliverables:**

- Training plan reviewed and approved by the Customer
- Standard training materials (Admin and End User) delivered
- Completed training sessions for applicable user groups
- Support transition and knowledge transfer plan finalized

**This Statement of Work shall be governed by the terms and conditions set forth in the applicable Service Order Form and the associated Terms and Conditions document between the parties.**

**EXHIBIT D**

**MINIMUM INSURANCE REQUIREMENTS**

**PROPOSAL INVITATION 792-26 CYBER SECURITY ASSESSMENTS**

**BUDGET MANAGEMENT SOFTWARE**

The following insurance requirements and limits of liability are required:

A. Commercial General Liability Insurance:

\$ 1,000,000	Each Occurrence
\$ 2,000,000	General Aggregate
\$ 2,000,000	Products and Completed Operations
\$ 1,000,000	Personal and Advertising Injury

B. Errors & Omissions:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate

C. Cyber Liability & Technology E&O:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	General Occurrence

Exhibit E

Agreement Name: Cooperative Purchase Contract for Budget Management Software and Related Services  
Bid By Another Government Entity \_\_\_\_\_

Agreement Number: 792-26

**AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE**

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontractors performing work under Agreement Number \_\_\_\_\_ are legally authorized to work in the United States and the State of Florida constitute a breach of Agreement Number \_\_\_\_\_ for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Consultant Name

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Sworn to (or affirmed) and subscribed before me by means of  physical presence OR  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Full Name of Affiant).

\_\_\_\_\_  
Print Name \_\_\_\_\_  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: \_\_\_\_\_

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

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

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

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

Printed Name:

Title:

Signature:

Date:

Exhibit G

**HUMAN TRAFFICKING AFFIDAVIT**  
**CONTRACT #** 792-26

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of \_\_\_\_\_ (“Nongovernmental Entity”) and authorized to provide this affidavit on its behalf.
3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.
4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name, Title

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, on behalf of the Nongovernmental Entity. They  are personally known to me or  have produced as identification.

(Affix Notary Stamp or Seal)

\_\_\_\_\_  
Notary Public Signature  
Print, Type or Stamp Name of Notary: \_\_\_\_\_  
My commission expires: \_\_\_\_\_