

**CITY OF SANTA FE  
GENERAL SERVICES CONTRACT**

Software

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Insituform Technologies, LLC.**, herein after referred to as the "Contractor."

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to **Insituform Technologies, LLC.** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the following work and as described in Exhibit "1" attached hereto:

The Contractor shall rehabilitate the remaining section of the Trades West Interceptor Sewer.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as described in Exhibit "1" attached hereto.

The total compensation under this Agreement shall not exceed \$2,853,619.48, including New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
- B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on **September 30, 2023**. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the

City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. **Grounds.** The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. **Notice; City Opportunity to Cure.**

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the

Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances,

pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, 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 under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-2. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request

for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:



- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

### 33. Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. **Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

### 34. Impracticality of Performance

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any

and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

- 2) replace or modify the product or service so that it becomes non-infringing;

or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret

Indemnification; Indemnification; and Limit of Liability” shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor’s company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor’s disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor’s responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:

City of Santa Fe, Public Utilities  
Wastewater Management Division  
Attn: P. Fred Heerbrant P.E., Engineer Supervisor  
341 Caja del Rio  
Santa Fe, NM 87505  
pfheerbrant@santafenm.gov

To the Contractor:

Insituform Technologies, LLC  
645 S. 24<sup>th</sup> Street  
Tempe, Az 85282

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:  
Insituform Technologies, LLC

Alan Webber

ALAN WEBBER, MAYOR

DATE: Apr 19, 2023

Whitney Schulte

NAME

Whitney Schulte  
Contracting & Attesting Officer

TITLE

DATE: 12/20/2022

CRS# 374011

Registration # N/A

ATTEST:

Kristine Bustos Mihelcic

KRISTINE BUSTOS MIHELICIC, CITY CLERK XIV

GB MTG 04/12/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Dec 14, 2022 14:53 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (Apr 19, 2023 14:21 MDT)

EMILY OSTER, FINANCE DIRECTOR

Org.Name/Org.#

October 21, 2022

## Exhibit #1

Mr. P. Fred Heerbrandt, P.E.  
Engineer Supervisor Wastewater  
City of Santa Fe, NM  
[pfheerbrandt@santafenm.gov](mailto:pfheerbrandt@santafenm.gov)

# Buyboard Proposal

Project Name: **City of Santa Fe NM FY2023 Interceptor Rehab Project  
CIPP Sanitary Sewer Rehabilitation**

**INSITUFORM TECHNOLOGIES, LLC** herein proposes to furnish all labor, materials, equipment, and services necessary to reconstruct the referenced project (as detailed in the project location maps presented by the City of Santa Fe) utilizing The Local Government Purchasing Cooperative Contract #635-21 administered through the Buyboard.

### ASSUMPTIONS AND QUALIFICATIONS

Insituform™ Design. We have based this proposal on a nominal wall thickness for the Insitutube™, which is based on the best available information at the time of this proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.

Laterals. During TV inspection all side sewers are verified, using best practical efforts, to determine if each is an active hook up. Normal practice only reinstates those that are active. You may direct us to reinstate all, or specific laterals, as you desire. This proposal, unless otherwise stated, assumes that all laterals will be reconnected, and all will be internally reconnected using the Insitucutter™. Specific service connections will not be reconnected only when written directions are received from the Owner. The Owner will indemnify and hold **INSITUFORM TECHNOLOGIES, LLC** harmless from all claims arising from backups and other effects of such actions or inaction's.

Insituform will supply the City of Santa Fe Payment, Performance Bonds, and Certificate of Insurance as necessary following acceptance of this proposal. If Maintenance Bonds are required, they can be provided at an additional cost of 1.5%.

Insituform Technologies, LLC is not a union shop and considered a specialty contractor, and shall not be subject to any union requirements or project labor agreements.

Access requirements for existing pipeline to be rehabilitated shall be provided by Owner – includes entry and exit access approved from Insituform Project Manager and/or Field Engineer.

The pricing in this proposal assumes that all Technical Specifications set forth by the BuyBoard will be strictly adhered to along with City of Santa Fe General Conditions, Special Conditions and Contract provided by the city with any exceptions noted below. Any changes to these specifications must be noted and agreed upon by both parties prior to finalizing the proposal pricing.

- Special:**
- 1. Option price line items are for contingency purposes and will not be utilized unless directed by the City of Santa Fe.**
  - 2. Water shall be provided at no cost to Insituform Technologies, LLC for all construction phases of this project. Insituform Technologies, LLC will follow all required deposit, backflow prevention, and metering procedures.**

- Pricing above completed utilizing “Buy Board” procurement contract.
- Price assumes work will be started in Q1 of 2023.
- Price assumes 3 mobilization's, One each for cleaning, lining, & bypass crews.
- Price is contingent that Railroad will allow us to run a bypass line under the RR tracks.
- Access for Construction Water – Owner to provide access to water from fire hydrants within a convenient distance from each cleaning and inversion site location.

### **PROPOSAL INCLUSIONS**

Insituform Technologies, LLC proposal pricing includes items listed below and items listed above within the pricing table.

1. Miscellaneous items (see above) related to CIPP installation of *1,624 LF of 12" / 5,894 LF of 15" / 8,285 LF of 18"* standard CIPP liner and associated scope of work, see below.
2. Installation of Cured-In-Place Pipe (CIPP) – Pipe Lining including inversion, curing, and finishing per City of Santa Fe specifications provided.
3. Cleaning and CCTV - pre and post.
4. Bypass Pumping and trenching needed for bypass piping – see above.
5. Traffic Control.
6. Heavy Cleaning, Mechanical Cleaning.
7. Lateral reinstatements.
8. Confined space safe entry practices.
9. Standard construction warranty as indicated in Warranty section of project specifications.
10. Sales and Gross Receipts taxes.
11. Stamped Designs.
12. Certificate of insurance with a standard coverage.

### **PROPOSAL EXCLUSIONS**

Insituform Technologies, LLC proposal pricing excludes all items and scope of work listed below. Any and all items below are to be furnished “by others”. Insituform Technologies, LLC is not responsible for any costs associated with items listed below – Excluded in proposal pricing.

- a) Lateral Sealing – not required. Lateral reinstatements included.
- b) Manhole installation, rehabilitation, and/or replacement.
- c) Point repairs, if required, prior to lining. Any work needed to be determined through “Owner directed Change Order”
- d) Sectional Liners.
- e) Removal of manhole cones for access to sewer pipe, none expected.
- f) Restorations, finished surface repairs (e.g. landscaping, sidewalk, road repairs), or any finished surface repairs required by the owner.
- g) Archaeological Monitoring.
- h) *If any hazardous or toxic materials are encountered during the project, Insituform will not be responsible for the removal and disposal of the materials.*
- i) RR permits and any other special permits or licenses. **NOTE:** Currently excluded RR access permit to be handled during construction at cost price as pass through to city. Approval and cost unknown at time of proposal.
- j) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.

### **PROPOSAL TERMS AND CONDITIONS**

---

Terms and Conditions from the National Statewide Cooperative Purchasing Contract are available upon request from the BuyBoard. Any changes to these conditions must be noted and agreed upon by both parties.

City of Santa Fe prepared standards and terms and conditions for contracting purposes and our exceptions are:  
**NONE.**

### PROPOSAL PRICING

| Bid Item per Docs | Description  | Measure | Quantity | Buy Board Unit \$ | Bid Price     | Total          |
|-------------------|--|---------|----------|-------------------|---------------|----------------|
| 4                 | 12" x 6.0mm  | LF      | 1,624    | \$ 50.00          | \$ 50.00      | \$ 81,200.00   |
| 5                 | 15" x 7.5mm  | LF      | 5,894    | \$ 60.00          | \$ 60.00      | \$ 353,640.00  |
| 6                 | 18" x 9.0mm  | LF      | 8,285    | \$ 70.00          | \$ 70.00      | \$ 579,950.00  |
| 17                | 10" & 12" Additional 1.5mm   | LF      | 400      | \$ 5.00           | \$ 4.00       | \$ 1,600.00    |
| 18                | 15" & 18" Additional 1.5mm   | LF      | 13,300   | \$ 15.00          | \$ 11.00      | \$ 146,300.00  |
| 27                | 6" - 12" CIPP Setup Charge Per Install Length                            | LF      | 1,624    | \$ 15.00          | \$ 15.00      | \$ 24,360.00   |
| 28                | 15" - 21" CIPP Setup Charge Per Install Length                           | LF      | 14,179   | \$ 25.00          | \$ 25.00      | \$ 354,475.00  |
| 32                | 12" - 18" Backyard Easement Setup Per Install Length                     | LF      | 600      | \$ 5.00           | \$ 5.00       | \$ 3,000.00    |
| 57                | Bypass System Equip/pipe delivery, tear down, pick up 6"                 | EA      | 1        | \$ 20,000.00      | \$ 12,500.00  | \$ 12,500.00   |
| 58                | Bypass System Equip/pipe delivery, tear down, pick up 8"                 | EA      | 1        | \$ 25,000.00      | \$ 25,000.00  | \$ 25,000.00   |
| 61                | Set Up 6" Pump (Per Pump)  | EA      | 2        | \$ 1,250.00       | \$ 1,250.00   | \$ 2,500.00    |
| 62                | Set Up 8" Pump (Per Pump)  | EA      | 6        | \$ 2,000.00       | \$ 1,750.00   | \$ 10,500.00   |
| 65                | Set Up 6" Piping   | LF      | 100      | \$ 20.00          | \$ 20.00      | \$ 2,000.00    |
| 66                | Set Up 8" Piping   | LF      | 10,000   | \$ 30.00          | \$ 30.00      | \$ 300,000.00  |
| 71                | Operate 6" pumping System (Fuel & Maint. Per pump)                       | DAY     | 10       | \$ 650.00         | \$ 500.00     | \$ 5,000.00    |
| 72                | Operate 8" pumping System (Fuel & Maint. Per pump)                       | DAY     | 37       | \$ 1,000.00       | \$ 900.00     | \$ 33,300.00   |
| 74                | Bypass Pump watch labor  | DAY     | 47       | \$ 2,250.00       | \$ 2,250.00   | \$ 105,750.00  |
| 75                | Bypass Line watch labor  | DAY     | 37       | \$ 2,000.00       | \$ 2,000.00   | \$ 74,000.00   |
| 76                | Plug rental 8" - 15"   | DAY     | 10       | \$ 350.00         | \$ 125.00     | \$ 1,250.00    |
| 77                | Plug rental 18" - 30"  | DAY     | 37       | \$ 750.00         | \$ 150.00     | \$ 5,550.00    |
| 80                | Bypass - Street Ramp (Setup, Operate, Maintain)                          | DAY     | 15       | \$ 500.00         | \$ 250.00     | \$ 3,750.00    |
| 84                | Bypass Plan (3rd Party Certified)  | EA      | 1        | \$ 2,800.00       | \$ 2,800.00   | \$ 2,800.00    |
| 88                | 12" Clean and TV   | LF      | 1,624    | \$ 8.00           | \$ 7.00       | \$ 11,368.00   |
| 89                | 15" Clean and TV   | LF      | 5,894    | \$ 10.00          | \$ 8.00       | \$ 47,152.00   |
| 90                | 18" Clean and TV   | LF      | 8,285    | \$ 12.00          | \$ 8.00       | \$ 66,280.00   |
| 100               | 6" - 18" Post TV Inspection After Rehabilitation                         | LF      | 15,803   | \$ 4.00           | \$ 3.00       | \$ 47,409.00   |
| 169               | Internal reconnects  | EA      | 1        | \$ 275.00         | \$ 275.00     | \$ 275.00      |
| 184               | Traffic control  | Day     | 70       | \$ 1,000.00       | \$ 1,000.00   | \$ 70,000.00   |
| 186               | Flagmen  | HR      | 800      | \$ 75.00          | \$ 60.00      | \$ 48,000.00   |
| 189               | Traffic Control Plan (3rd Party Certified)                               | EA      | 1        | \$ 3,000.00       | \$ 2,750.00   | \$ 2,750.00    |
| 394               | Travel and Mobilization-States Other Than Texas                          | EA      | 3        | \$ 10,000.00      | \$ 10,000.00  | \$ 30,000.00   |
| XXX               | Bypass Trenching up to 20' w/ Restoration                                | EA      | 5        | NA                | \$ 11,500.00  | \$ 57,500.00   |
| XXX               | Owner Allowance(5%)  | EA      | 1        | NA                | \$ 125,457.95 | \$ 125,457.95  |
| XXX               | NM Gross Receipts Tax(8.3125%)   | EA      | 1        | NA                | \$ -          | \$ 219,002.53  |
|                   | <b>Total</b>   |         |          |                   |               | \$2,853,619.48 |
|                   | <i>Lining Only (See full list of Inclusions &amp; Exclusions below.)</i> |         |          |                   |               |                |



**OFFERED BY:**

**INSITUFORM TECHNOLOGIES, LLC**

*Todd Venable*

TODD VENABLE  
BUSINESS DEVELOPMENT MANAGER  
(480) 938-7145  
[evenable@aeqion.com](mailto:evenable@aeqion.com)

Arizona Office: 645 S. 24<sup>th</sup> Street  
Tempe, AZ 85282  
(480) 446-0620

**CONTRACTOR LICENSE & REGISTRATION NUMBERS - Western.US:**

**AZ** (277787) **UT** (6981198-5501) **NM** (374011) **CA** (758411) **OR** (133115) **WA** (INSITTL883CW) **NV** (0048110) **HI** (21894)

**ACCEPTED BY:**

\_\_\_\_\_  
**CONTRACTOR NAME**

\_\_\_\_\_  
**AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**CONTRACTOR**

cc: Chantal Evans  
Joe Lane  
Whittney Schulte  
National Buyboard

**This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other document, it will not be acknowledged without this proposal being referenced or as an attachment.**

October 21, 2022

## Exhibit #1

Mr. P. Fred Heerbrandt, P.E.  
Engineer Supervisor Wastewater  
City of Santa Fe, NM  
[pfheerbrandt@santafenm.gov](mailto:pfheerbrandt@santafenm.gov)

# Buyboard Proposal

Project Name: City of Santa Fe NM FY2023 Interceptor Rehab Project  
CIPP Sanitary Sewer Rehabilitation

INSITUFORM TECHNOLOGIES, LLC herein proposes to furnish all labor, materials, equipment, and services necessary to reconstruct the referenced project (as detailed in the project location maps presented by the City of Santa Fe) utilizing The Local Government Purchasing Cooperative Contract #635-21 administered through the Buyboard.

### ASSUMPTIONS AND QUALIFICATIONS

Insituform\*\* Design. We have based this proposal on a nominal wall thickness for the Insitutube\*\*, which is based on the best available information at the time of this proposal. Existing pipe deterioration In excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may Increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.

Laterals. During TV inspection all side sewers are verified, using best practical efforts, to determine if each is an active hook up. Normal practice only reinstates those that are active. You may direct us to reinstate all, or specific laterals, as you desire. This proposal, unless otherwise stated, assumes that all laterals will be reconnected, and all will be internally reconnected using the Insitucutter\*. Specific service connections will not be reconnected only when written directions are received from the Owner. The Owner will indemnify and hold INSITUFORM TECHNOLOGIES, LLC. harmless from all claims arising from backups and other effects of such actions or inaction's.

Insituform will supply the City of Santa Fe Payment, Performance Bonds, and Certificate of Insurance as necessary following acceptance of this proposal. If Maintenance Bonds are required, they can be provided at an additional cost of 1.5%.

Insituform Technologies, LLC is not a union shop and considered a specialty contractor, and shall not be subject to any union requirements or project labor agreements.

Access requirements for existing pipeline to be rehabilitated shall be provided by Owner - includes entry and exit access approved from Insituform Project Manager and/or Field Engineer.

The pricing in this proposal assumes that all Technical Specifications set forth by the BuyBoard will be strictly adhered to along with City of Santa Fe General Conditions, Special Conditions and Contract provided by the city with any exceptions noted below. Any changes to these specifications must be noted and agreed upon by both parties prior to finalizing the proposal pricing.

- Special:**
- 1. Option price line items are for contingency purposes and will not be utilized unless directed by the City of Santa Fe.**
  - 2. Waler shall be provided at no cost to insiluforn Technologies, LLC for all construction phases of this project. Insituform Technologies, LLC wfl follow all required deposit, backflow prevention, and metering procedures.**

- Pricing above completed utilizing "Buy Board" procurement contract.
- Price assumes work will be started in 01 of 2023.
- Price assumes 3 mobilization's, One each for cleaning, lining, & bypass crews.
- Price is contingent that Railroad will allow us to run a bypass line under the RR tracks.
- Access for Construction Water - Owner to provide access to water from fire hydrants within a convenient distance from each cleaning and Inversion site location.

### **PROPOSAL INCLUSIONS**

Insituform Technologies, LLC proposal pricing includes items listed below and items listed above within the pricing table.

1. Miscellaneous items (see above) related to GIPP installation of 1,624 LF of 12" / 5,894 LF of 15" / 8,285 LF of 18" standard GIPP liner and associated scope of work, see below.
2. Installation of Cured-In-Place Pipe (GIPP)- Pipe Lining including inversion, curing, and finishing per City of Santa Fe specifications provided.
3. Cleaning and CCTV - pre and post.
4. Bypass Pumping and trenching needed for bypass piping - see above.
5. Traffic Control.
6. Heavy Cleaning, Mechanical Cleaning.
7. Lateral reinstatements.
8. Confined space safe entry practices.
9. Standard construction warranty as indicated in Warranty section of project specifications.
10. Sales and Gross Receipts taxes.
11. Stamped Designs.
12. Certificate of insurance with a standard coverage.

### **PROPOSAL EXCLUSIONS**

Insituform Technologies, LLC proposal pricing excludes all items and scope of work listed below. Any and all items below are to be furnished "by others". Insituform Technologies, LLC is not responsible for any costs associated with items listed below - Excluded in proposal pricing.

- a) Lateral Sealing - not required. Lateral reinstatements included.
- b) Manhole installation, rehabilitation, and/or replacement.
- c) Point repairs, if required, prior to lining. Any work needed to be determined through "Owner directed Change Order"
- d) Sectional Liners.
- e) Removal of manhole cones for access to sewer pipe, none expected.
- f) Restorations, finished surface repairs (e.g. landscaping, sidewalk, road repairs), or any finished surface repairs required by the owner.
- g) Archaeological Monitoring.
- h) *if any hazardous or toxic materials are encountered during the project, Insituform will not be responsible for the removal and disposal of the materials.*
- i) RR permits and any other special permits or licenses. **NOTE:** Currently excluded RR access permit to be handled during construction at cost price as pass through to city. Approval and cost unknown at time of proposal.
- j) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.

### **PROPOSAL TERMS AND CONDITIONS**

Terms and Conditions from the National Statewide Cooperative Purchasing Contract are available upon request from the BuyBoard. Any changes to these conditions must be noted and agreed upon by both parties.

City of Santa Fe prepared standards and terms and conditions for contracting purposes and our exceptions are: **NONE.**

**PROPOSAL PRICING**

| Bid Item per Docs | Description   | Measure | Quantity | Buy Board Unit\$ | Bid Price     | Total          |
|-------------------|---|---------|----------|------------------|---------------|----------------|
| 4                 | 12"x6.0mm   | LF      | 1,624    | 50.00            | \$ 50.00      | \$ 81,200.00   |
| 5                 | 15"x7.5mm   | LF      | 5,894    | 60.00            | \$ 60.00      | \$ 353,640.00  |
| 6                 | 18"x9.0mm   | LF      | 8,285    | 70.00            | \$ 70.00      | \$ 579,950.00  |
| 17                | 10"& 12" Additional 1.5mm   | LF      | 400      | 5.00             | \$ 4.00       | \$ 1,600.00    |
| 18                | 15"& 18" Additional 1.5mm   | LF      | 13,300   | 15.00            | \$ 11.00      | \$ 146,300.00  |
| 27                | 6"- 12"CIPP Setup Charge Per Install Length                             | LF      | 1,624    | 15.09            | \$ 15.00      | \$ 24,360.00   |
| 28                | 15"-21" CIPP Setup Charge Per Install Length                            | LF      | 14,179   | 25.00            | \$ 25.00      | \$ 354,475.00  |
| 32                | 12"-18" Backyard Easement Setup Per Install length                      | LF      | 600      | 5.00             | \$ 5.00       | \$ 3,000.00    |
| 57                | Bypass System Equip/pipe delivery, tear down, pick up 6"                | EA      | 1        | 20,000.00        | \$ 12,500.00  | \$ 12,500.00   |
| 58                | Bypass System Equip/pipe delivery, tear down, pick up 8"                | EA      | 1        | 25,000.00        | \$ 25,000.00  | \$ 25,000.00   |
| 61                | Set Up 6"Pump (Per Pump)  | EA      | 2        | 1,250.00         | \$ 1,250.00   | \$ 2,500.00    |
| 62                | Set Up 8"Pump (Per Pump)  | EA      | 6        | 1,750.00         | \$ 1,750.00   | \$ 10,500.00   |
| 65                | Set Up 6"Piping   | LF      | 100      | 20.00            | \$ 20.00      | \$ 2,000.00    |
| 66                | Set Up 8" Piping  | LF      | 10,000   | 30.00            | \$ 30.00      | \$ 300,000.00  |
| 71                | Operate 6" pumping System (Fuel & Ma Int. Per pump)                     | DAY     | 10       |                  | \$ 500.00     | \$ 5,000.00    |
| 72                | Operate 8" pumping System (Fuel & Ma Int. Per pump)                     | DAY     | 37       | 900.00           | \$ 900.00     | \$ 33,300.00   |
| 74                | Bypass Pump watch labor   | DAY     | 47       | 2,250.00         | \$ 2,250.00   | \$ 105,750.00  |
| 75                | Bypass Line watch labor   | DAY     | 37       | 2,000.00         | \$ 2,000.00   | \$ 74,000.00   |
| 76                | Plug rental 8"-15"  | OAY     | 10       | 125.00           | \$ 125.00     | \$ 1,250.00    |
| 77                | Plug rental 18"- 30"  | DAY     | 37       | 150.00           | \$ 150.00     | \$ 5,550.00    |
| 80                | Bypass-Street Ramp (Setup, Operate, Maintain)                           | DAY     | 15       | 250.00           | \$ 250.00     | \$ 3,750.00    |
| 84                | Bypass Plan (3rd Party Certified)                                       | EA      | 1        | 2,800.00         | \$ 2,800.00   | \$ 2,800.00    |
| 88                | 12" Clean and IV  | LF      | 1,624    | 7.00             |               | \$ 11,368.00   |
| 89                | 15" Clean and IV  | LF      | 5,894    | 8.00             |               | \$ 47,152.00   |
| 90                | 18" Clean and IV  | LF      | 8,285    | 8.00             |               | \$ 66,280.00   |
| 100               | 6"-18" Post IV Inspection After Rehabilitation                          | LF      | 15,803   | 3.00             |               | \$ 47,409.00   |
| 169               | Internal reconnects   | EA      | 1        | 275.00           | \$ 275.00     | \$ 275.00      |
| 184               | Traffic control   | Day     | 70       | 1,000.00         | \$ 1,000.00   | \$ 70,000.00   |
| 186               | Flagmen   | HR      | 800      | 60.00            | \$ 60.00      | \$ 48,000.00   |
| 189               | Traffic Control Plan (3rd Party Certified)                              | EA      | 1        | 2,750.00         | \$ 2,750.00   | \$ 2,750.00    |
| 394               | Travel and Mobilization-States Other Than Texas                         | EA      | 3        | 10,000.00        | \$ 10,000.00  | \$ 30,000.00   |
| XXX               | Bypass Trenching up to 20' w/ Restoration                               | EA      | 5        | NA               | \$ 11,500.00  | \$ 57,500.00   |
| XXX               | Owner Allowance(5%)   | EA      | 1        | NA               | \$ 125,457.95 | \$ 125,457.95  |
| XXX               | NM Gross Receipts Tax(B.3125%)  | EA      | 1        | NA               | \$ -          | \$ 219,002.53  |
|                   | <b>Total</b>  |         |          |                  |               | \$2,853,619.48 |
|                   | <i>Lining Only (See full 11st a/Inclusions &amp; Exclusions below.)</i> |         |          |                  |               |                |

OFFERED BY:

INSITUFDRM TECHNOLOGIES, LLC

*Todd Venable*

TODD VENABLE  
BUSINESS DEVELOPMENT MANAGER  
(480) 938-7145  
evenable@aeqion.com

Arizona Office: 645 S. 24<sup>th</sup> Street  
Tempe, AZ 85282  
(480) 446-0620

CONTRACTOR LICENSE & REGISTRATION NUMBERS - Western.US:

*AZ.* (277787) *UT* (6981198-5501) **NM** (374011) **CA** (758411) **OR** (133115) **WA** (INSITTL883CW) **NV** (0048110) *HI* (21894)

ACCEPTED BY:

\_\_\_\_\_  
CONTRACTOR NAME

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
CONTRACTOR

cc: Chantal Evans  
Joe Lane  
Whittney Schulte  
National Buyboard

**This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other document, it will not be acknowledged without this proposal being referenced or as an attachment.**

October 21, 2022

## Exhibit #1

Mr. P. Fred Heerbrandt, P.E.  
Engineer Supervisor Wastewater  
City of Santa Fe, NM  
[pfheerbrandt@santafenm.gov](mailto:pfheerbrandt@santafenm.gov)

# Buyboard Proposal

Project Name: **City of Santa Fe NM FY2023 Interceptor Rehab Project  
CIPP Sanitary Sewer Rehabilitation**

**INSITUFORM TECHNOLOGIES, LLC** herein proposes to furnish all labor, materials, equipment, and services necessary to reconstruct the referenced project (as detailed in the project location maps presented by the City of Santa Fe) utilizing The Local Government Purchasing Cooperative Contract #635-21 administered through the Buyboard.

### ASSUMPTIONS AND QUALIFICATIONS

Insituform™ Design. We have based this proposal on a nominal wall thickness for the Insitube™, which is based on the best available information at the time of this proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.

Laterals. During TV inspection all side sewers are verified, using best practical efforts, to determine if each is an active hook up. Normal practice only reinstates those that are active. You may direct us to reinstate all, or specific laterals, as you desire. This proposal, unless otherwise stated, assumes that all laterals will be reconnected, and all will be internally reconnected using the Insitucutter™. Specific service connections will not be reconnected only when written directions are received from the Owner. The Owner will indemnify and hold **INSITUFORM TECHNOLOGIES, LLC** harmless from all claims arising from backups and other effects of such actions or inaction's.

Insituform will supply the City of Santa Fe Payment, Performance Bonds, and Certificate of Insurance as necessary following acceptance of this proposal. If Maintenance Bonds are required, they can be provided at an additional cost of 1.5%.

Insituform Technologies, LLC is not a union shop and considered a specialty contractor, and shall not be subject to any union requirements or project labor agreements.

Access requirements for existing pipeline to be rehabilitated shall be provided by Owner – includes entry and exit access approved from Insituform Project Manager and/or Field Engineer.

The pricing in this proposal assumes that all Technical Specifications set forth by the BuyBoard will be strictly adhered to along with City of Santa Fe General Conditions, Special Conditions and Contract provided by the city with any exceptions noted below. Any changes to these specifications must be noted and agreed upon by both parties prior to finalizing the proposal pricing.

- Special:**
- 1. Option price line items are for contingency purposes and will not be utilized unless directed by the City of Santa Fe.**
  - 2. Water shall be provided at no cost to Insituform Technologies, LLC for all construction phases of this project. Insituform Technologies, LLC will follow all required deposit, backflow prevention, and metering procedures.**

- Pricing above completed utilizing “Buy Board” procurement contract.
- Price assumes work will be started in Q1 of 2023.
- Price assumes 3 mobilization's, One each for cleaning, lining, & bypass crews.
- Price is contingent that Railroad will allow us to run a bypass line under the RR tracks.
- Access for Construction Water – Owner to provide access to water from fire hydrants within a convenient distance from each cleaning and inversion site location.

### **PROPOSAL INCLUSIONS**

Insituform Technologies, LLC proposal pricing includes items listed below and items listed above within the pricing table.

1. Miscellaneous items (see above) related to CIPP installation of 1,624 LF of 12” / 5,894 LF of 15” / 8,285 LF of 18” standard CIPP liner and associated scope of work, see below.
2. Installation of Cured-In-Place Pipe (CIPP) – Pipe Lining including inversion, curing, and finishing per City of Santa Fe specifications provided.
3. Cleaning and CCTV - pre and post.
4. Bypass Pumping and trenching needed for bypass piping – see above.
5. Traffic Control.
6. Heavy Cleaning, Mechanical Cleaning.
7. Lateral reinstatements.
8. Confined space safe entry practices.
9. Standard construction warranty as indicated in Warranty section of project specifications.
10. Sales and Gross Receipts taxes.
11. Stamped Designs.
12. Certificate of insurance with a standard coverage.

### **PROPOSAL EXCLUSIONS**

Insituform Technologies, LLC proposal pricing excludes all items and scope of work listed below. Any and all items below are to be furnished “by others”. Insituform Technologies, LLC is not responsible for any costs associated with items listed below – Excluded in proposal pricing.

- a) Lateral Sealing – not required. Lateral reinstatements included.
- b) Manhole installation, rehabilitation, and/or replacement.
- c) Point repairs, if required, prior to lining. Any work needed to be determined through “Owner directed Change Order”
- d) Sectional Liners.
- e) Removal of manhole cones for access to sewer pipe, none expected.
- f) Restorations, finished surface repairs (e.g. landscaping, sidewalk, road repairs), or any finished surface repairs required by the owner.
- g) Archaeological Monitoring.
- h) *If any hazardous or toxic materials are encountered during the project, Insituform will not be responsible for the removal and disposal of the materials.*
- i) RR permits and any other special permits or licenses. **NOTE:** Currently excluded RR access permit to be handled during construction at cost price as pass through to city. Approval and cost unknown at time of proposal.
- j) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.

### **PROPOSAL TERMS AND CONDITIONS**

---

Terms and Conditions from the National Statewide Cooperative Purchasing Contract are available upon request from the BuyBoard. Any changes to these conditions must be noted and agreed upon by both parties.

City of Santa Fe prepared standards and terms and conditions for contracting purposes and our exceptions are:  
**NONE.**

**PROPOSAL PRICING**

| Bid Item per Docs | Description  | Measure | Quantity | Buy Board Unit \$ | Bid Price     | Total          |
|-------------------|--|---------|----------|-------------------|---------------|----------------|
| 4                 | 12" x 6.0mm  | LF      | 1,624    | \$ 50.00          | \$ 50.00      | \$ 81,200.00   |
| 5                 | 15" x 7.5mm  | LF      | 5,894    | \$ 60.00          | \$ 60.00      | \$ 353,640.00  |
| 6                 | 18" x 9.0mm  | LF      | 8,285    | \$ 70.00          | \$ 70.00      | \$ 579,950.00  |
| 17                | 10" & 12" Additional 1.5mm   | LF      | 400      | \$ 5.00           | \$ 4.00       | \$ 1,600.00    |
| 18                | 15" & 18" Additional 1.5mm   | LF      | 13,300   | \$ 15.00          | \$ 11.00      | \$ 146,300.00  |
| 27                | 6" - 12" CIPP Setup Charge Per Install Length                            | LF      | 1,624    | \$ 15.00          | \$ 15.00      | \$ 24,360.00   |
| 28                | 15" - 21" CIPP Setup Charge Per Install Length                           | LF      | 14,179   | \$ 25.00          | \$ 25.00      | \$ 354,475.00  |
| 32                | 12" - 18" Backyard Easement Setup Per Install Length                     | LF      | 600      | \$ 5.00           | \$ 5.00       | \$ 3,000.00    |
| 57                | Bypass System Equip/pipe delivery, tear down, pick up 6"                 | EA      | 1        | \$ 20,000.00      | \$ 12,500.00  | \$ 12,500.00   |
| 58                | Bypass System Equip/pipe delivery, tear down, pick up 8"                 | EA      | 1        | \$ 25,000.00      | \$ 25,000.00  | \$ 25,000.00   |
| 61                | Set Up 6" Pump (Per Pump)  | EA      | 2        | \$ 1,250.00       | \$ 1,250.00   | \$ 2,500.00    |
| 62                | Set Up 8" Pump (Per Pump)  | EA      | 6        | \$ 2,000.00       | \$ 1,750.00   | \$ 10,500.00   |
| 65                | Set Up 6" Piping   | LF      | 100      | \$ 20.00          | \$ 20.00      | \$ 2,000.00    |
| 66                | Set Up 8" Piping   | LF      | 10,000   | \$ 30.00          | \$ 30.00      | \$ 300,000.00  |
| 71                | Operate 6" pumping System (Fuel & Maint. Per pump)                       | DAY     | 10       | \$ 650.00         | \$ 500.00     | \$ 5,000.00    |
| 72                | Operate 8" pumping System (Fuel & Maint. Per pump)                       | DAY     | 37       | \$ 1,000.00       | \$ 900.00     | \$ 33,300.00   |
| 74                | Bypass Pump watch labor  | DAY     | 47       | \$ 2,250.00       | \$ 2,250.00   | \$ 105,750.00  |
| 75                | Bypass Line watch labor  | DAY     | 37       | \$ 2,000.00       | \$ 2,000.00   | \$ 74,000.00   |
| 76                | Plug rental 8" - 15"   | DAY     | 10       | \$ 350.00         | \$ 125.00     | \$ 1,250.00    |
| 77                | Plug rental 18" - 30"  | DAY     | 37       | \$ 750.00         | \$ 150.00     | \$ 5,550.00    |
| 80                | Bypass - Street Ramp (Setup, Operate, Maintain)                          | DAY     | 15       | \$ 500.00         | \$ 250.00     | \$ 3,750.00    |
| 84                | Bypass Plan (3rd Party Certified)  | EA      | 1        | \$ 2,800.00       | \$ 2,800.00   | \$ 2,800.00    |
| 88                | 12" Clean and TV   | LF      | 1,624    | \$ 8.00           | \$ 7.00       | \$ 11,368.00   |
| 89                | 15" Clean and TV   | LF      | 5,894    | \$ 10.00          | \$ 8.00       | \$ 47,152.00   |
| 90                | 18" Clean and TV   | LF      | 8,285    | \$ 12.00          | \$ 8.00       | \$ 66,280.00   |
| 100               | 6" - 18" Post TV Inspection After Rehabilitation                         | LF      | 15,803   | \$ 4.00           | \$ 3.00       | \$ 47,409.00   |
| 169               | Internal reconnects  | EA      | 1        | \$ 275.00         | \$ 275.00     | \$ 275.00      |
| 184               | Traffic control  | Day     | 70       | \$ 1,000.00       | \$ 1,000.00   | \$ 70,000.00   |
| 186               | Flagmen  | HR      | 800      | \$ 75.00          | \$ 60.00      | \$ 48,000.00   |
| 189               | Traffic Control Plan (3rd Party Certified)                               | EA      | 1        | \$ 3,000.00       | \$ 2,750.00   | \$ 2,750.00    |
| 394               | Travel and Mobilization- States Other Than Texas                         | EA      | 3        | \$ 10,000.00      | \$ 10,000.00  | \$ 30,000.00   |
| XXX               | Bypass Trenching up to 20' w/ Restoration                                | EA      | 5        | NA                | \$ 11,500.00  | \$ 57,500.00   |
| XXX               | Owner Allowance(5%)  | EA      | 1        | NA                | \$ 125,457.95 | \$ 125,457.95  |
| XXX               | NM Gross Receipts Tax(8.3125%)   | EA      | 1        | NA                | \$ -          | \$ 219,002.53  |
|                   | <b>Total</b>   |         |          |                   |               | \$2,853,619.48 |
|                   | <i>Lining Only (See full list of Inclusions &amp; Exclusions below.)</i> |         |          |                   |               |                |



**OFFERED BY:**

INSITUFORM TECHNOLOGIES, LLC

*Todd Venable*

TODD VENABLE  
BUSINESS DEVELOPMENT MANAGER  
(480) 938-7145  
[evenable@aeqion.com](mailto:evenable@aeqion.com)

Arizona Office: 645 S. 24<sup>th</sup> Street  
Tempe, AZ 85282  
(480) 446-0620

CONTRACTOR LICENSE & REGISTRATION NUMBERS - Western.US:

AZ (277787) UT (6981198-5501) NM (374011) CA (758411) OR (133115) WA (INSITTL883CW) NV (0048110) HI (21894)

**ACCEPTED BY:**

\_\_\_\_\_  
CONTRACTOR NAME

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
CONTRACTOR

cc: Chantal Evans  
Joe Lane  
Whittney Schulte  
National Buyboard

**This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other document, it will not be acknowledged without this proposal being referenced or as an attachment.**



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## **NOTICE OF PROPOSAL INVITATION**

The Local Government Purchasing Cooperative (Cooperative), 12007 Research Blvd., Austin, Texas 78759 is a statewide purchasing cooperative for school districts, junior colleges, cities, counties, and other political subdivisions. The Texas Association of School Boards, Inc. (TASB), a Texas nonprofit corporation, 12007 Research Blvd., Austin, Texas 78759, assisted in the formation of the Cooperative, and TASB along with the Texas Municipal League (TML), a Texas unincorporated nonprofit association, 1821 Rutherford Lane, Austin, Texas 78754 and the Texas Association of Counties (TAC), a Texas nonprofit association, 1204 San Antonio, Austin, Texas 78701 all endorse the Cooperative.

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

**Unless a different time period is stated in the General Information document for this Proposal Invitation, questions, requests for information or clarification, or comments regarding this Proposal Invitation, including the specifications, must be submitted in writing, addressed as indicated below, and received by the Cooperative no later than the 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: Director of Cooperative Procurement  
12007 Research Blvd.  
Austin, TX 78759  
Phone: 512-467-0222  
Fax: 800-211-5454  
E-Mail: [bids@buyboard.com](mailto:bids@buyboard.com)

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

Completed sealed proposals for **Proposal No. 635-21 for Cured in Place Pipe (CIPP) for Pipeline Rehabilitation** **must be received on or before 4:00 PM September 17, 2020**, 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.**



## **PROPOSAL INVITATION NO. 635-21**

### **TABLE OF CONTENTS**

| <b><u>PROPOSAL NOTICE</u></b>                                      | <b>Page</b> |
|--|-------------|
| Notice of Proposal Invitation                                      | 1           |
| Instructions to Proposers  | 3           |
| <b><u>GENERAL INFORMATION</u></b>                                  |             |
| General Information  | 6           |
| <b><u>REQUIRED PROPOSAL FORMS</u></b>                              |             |
| Proposer's Agreement and Signature                                 | 10          |
| Vendor Contact Information   | 12          |
| Felony Conviction Disclosure and Debarment Certification           | 14          |
| Resident/Nonresident and Vendor Employment Certification           | 15          |
| No Israel Boycott Certification                                    | 16          |
| No Excluded Nation or Foreign Terrorist Organization Certification | 16          |
| Historically Underutilized Business Certification                  | 17          |
| Construction-Related Goods and Services Affirmation                | 18          |
| Deviation and Compliance   | 19          |
| Location/Authorized Seller Listings                                | 20          |
| Manufacturer Dealer Designation                                    | 21          |
| Texas Regional Service Designation                                 | 22          |
| State Service Designation  | 24          |
| National Purchasing Cooperative Vendor Award Agreement             | 26          |
| Federal/State Purchasing Cooperative Experience                    | 28          |
| Governmental References  | 30          |
| Marketing Strategy   | 31          |
| Confidential/Proprietary Information                               | 32          |
| Vendor Business Name   | 34          |
| EDGAR Vendor Certification   | 35          |
| Proposal Invitation Questionnaire                                  | 39          |
| Proposal Specification Summary                                     | 43          |
| Required Forms Checklist   | 45          |
| <b><u>GENERAL TERMS AND CONDITIONS</u></b>                         |             |
| General Terms and Conditions                                       | 46          |



## **INSTRUCTIONS TO PROPOSERS**

### **Electronic Proposal Submission**

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

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

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

### ***Before you submit***

- In order to submit proposals electronically, you must have a working registered vendor username and password to login. If you do not have a registered vendor user name and password, you may obtain one by registering at [buyboard.com/vendor](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 its administrator shall be responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal or inaccessibility of the submitted data. Accordingly, Vendors are highly encouraged to prepare and allow for sufficient time to familiarize itself with the electronic submission requirements and to address any technical or data issues prior to the Proposal due date.

### ***How to submit Proposal electronically***

- Login using your registered vendor login at [buyboard.com/vendor](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.***
- **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 proposal may not be considered:**
    - i. **Manufacturers shall be listed in alphabetical order**
    - ii. **Vendor's must list one specific percentage discount for each manufacturer listed. Use the "Add Alternates" option as needed to add additional manufacturers.**



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- **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) and electronic catalogs/pricelists. **Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Proposal Instructions 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, rather than utilizing electronic submission, 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 **at least five (5) business days prior to the Proposal submission deadline.**
- 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 Proposal Instructions 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's must list one specific percentage discount for each manufacturer listed. Use the "Add Alternates" option as needed to add additional manufacturers.**
- The hard copy electronic proposals must be delivered via hand delivery or U.S. Mail to the address below so as to be received on or before the Proposal submission deadline:

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

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

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



**REQUIREMENTS FOR VENDOR CATALOGS/PRICELISTS**

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

Vendors are required to submit catalog(s)/pricelist(s) in **searchable PDF electronic format ONLY**. No other format will be accepted. Further, no paper catalogs or manufacturer/vendor websites will be accepted.

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

| BuyBoard Specification<br>Item No.<br>Category | Part/Item<br>Number | Item<br>Description | List<br>Price |
|--|---------------------|---------------------|---------------|
| 1  | 1234                | Desk                | \$50.00       |
| 2  | 1235                | Chair               | \$20.00       |

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

**INSTRUCTIONS FOR VENDORS PROPOSING MULTIPLE MANUFACTURER PRODUCT LINES:**

As set forth above, Vendors proposing various manufacturer product lines per line item must submit the information as follows ***or Vendor's proposal may not be considered:***

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

**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.



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## GENERAL INFORMATION

### Proposal Invitation No. 635-21 – Cured in Place Pipe (CIPP) for Pipeline Rehabilitation

*\*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 Invitation Forms
4. Proposal Specifications
5. General Terms and Conditions

### **PROPOSAL SUBMISSION INSTRUCTIONS**

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

### **INTENT AND PURPOSE OF THE CONTRACT**

The intent of this Proposal Invitation is to establish a contract for the purchase of various types of Cured in Place Pipe (CIPP) for Pipeline Rehabilitation products and services that may be purchased by Cooperative members. Because individual members require different equipment, supplies, and/or services this Proposal Invitation is a request for a discount off of catalog or price list for supplies, materials and equipment, as well as not-to-exceed hourly labor rate and coefficient factors to be applied to unit price books for installation and repair service. Purchases can be made by a Cooperative member at any time during the contract term.

### **TERM OF CONTRACT**

The term of this contract will be from March 1, 2021 through February 28, 2022, with two (2) possible one (1) year renewals.

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

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

### **VALUE OF CONTRACT**

**The estimated value of this contract is \$45,699,508;** however, this estimate is based on prior contracts for similar types of products and services and should not be construed to be a guaranty of either minimum or maximum since usage is dependent upon Cooperative members' actual needs and available funding.

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



## **SERVICE FEE**

An awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of 2% per Purchase Order generated from any contract awarded under this Proposal Invitation, and the service fee is to be included in the awarded pricing. Vendor agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas, promptly upon payment by the Cooperative member for any Purchase Order(s) and within 30 days of the date of each service fee invoice. Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated from Vendor's contract(s) that Vendor receives directly from Cooperative members, or such other documentation regarding those purchase orders as the Cooperative's administrator may require in its reasonable discretion. Vendor further agrees that the Cooperative shall have the right, upon reasonable written notice, to review its records pertaining to purchases under any awarded contract to verify purchase history and the accuracy of service fees payable by Vendor.

## **CONFIDENTIAL INFORMATION**

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

## **ADDITIONAL INFORMATION**

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

## **HOURS OF WORK**

The Proposal Specifications require submission of pricing for both Standard Hours and Non-Standard Hours. Vendors are expected to pursue the contracted tasks during the hours of 7 a.m. to 5 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard Hours shall be considered non-standard hours ("Non-Standard Hours").

Non-Standard Hour rates are permissible only where work during Non-Standard Hours is either specifically requested or approved in writing by the Cooperative member. If a Vendor elects to perform services during Non-Standard Hours, at its own option for Vendor's own convenience when neither requested nor required by the Cooperative member, Vendor must perform such work at Standard Hours rates and satisfy the following requirements:

- Vendor submits a request to the Cooperative member in writing at least two working days in advance providing the dates and specific times of the Non-Standard Hours during which the Vendor wishes to perform work;
- There is no additional cost to Cooperative member;
- An authorized representative of the Cooperative member approves the request in advance in writing; and
- Vendor agrees to any special conditions imposed by Cooperative member as are set forth in the approval document.

## **AWARD AND EVALUATION**

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

This Proposal Invitation requires Proposers to provide certain information that the Cooperative does not evaluate and is not included in the award criteria set out in Section C.2. The Cooperative requests the information, however, because it may be relevant to federal, state or local procurement law or other legal requirements that apply to various Cooperative





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members. The information, which will be made available to Cooperative members with respect to awarded Vendors, includes the following:

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

### **TYPE OF CONTRACT**

This is a "sealed proposal" based on discount off catalog or price list, and also contains a not-to-exceed rate for installation and repair services. As provided in the Proposal specifications, Vendors proposing to provide installation and repair services may propose a not-to-exceed hourly labor rate, a not-to exceed coefficient for unit price book, or both. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the unit price book(s) identified in the Proposal specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places.

Except as provided in section E.4 of the General Terms and Conditions or otherwise in this Proposal Invitation, Vendor shall hold its awarded pricing firm during the contract term. In the event of price decreases, such price decreases shall be allowed for all products. Catalogs/pricelists, where required by the Proposal specifications, must be submitted with the Proposal or your proposal will be deemed nonresponsive.

### **COMPLIANCE WITH APPLICABLE LAWS**

By signing this Proposal, the Proposer certifies that Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this contract. Proposer further certifies that, if awarded, Proposer will comply with all applicable state, federal, and local laws, rules, and regulations in regards to awarded products and/or services. Individual Cooperative members may in certain circumstances request background checks on an awarded Vendor's employees who will have direct contact with students, or for other reasons, and may require Vendor to pay the cost of obtaining criminal history information.

An awarded Vendor for root control services must be licensed in accordance with federal and state regulations for pesticide control services, USEPA Root Control Agent Registration, and Texas Root Control Product Registration. An awarded Vendor's applicators must be certified to provide these services. Material Safety Data Sheets (MSDS) for all chemicals and pesticides must be made available and provided to Cooperative members upon request. Proposers responding to this Proposal Invitation that propose to provide root control services should submit proof of license for Pest Control Services for each state the Vendor proposes to serve. **Specifically, Vendor's proposing to perform root control work must provide the following:**

- a. Texas (or other applicable state(s)) Pesticide Business License No(s).
- b. Federal Department of Transportation No.
- c. USEPA Root Control Agent Registration No.
- d. Texas (or other applicable state(s)) Root Control Product Registration No.
- e. Name of Pollution Liability Insurance Carrier
- f. List of Employees with Certificates of Completion in confined space entry training, per 29 CFR 1910.146, including certificate number and date of certification
- g. Proposer's Texas (or other applicable state(s)) Certified Pesticide Applicators (List 3 minimum)



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## **BUYBOARD ADVISORY REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES**

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members, which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The advisory is available at <https://www.buyboard.com/Vendor/Resources.aspx>.

An awarded Vendor that sells construction-related goods or services to a Cooperative member under a Contract awarded pursuant to this Proposal Invitation must provide the Cooperative member with a copy of the Advisory before executing a Member Construction Contract (as defined in the general terms and conditions associated with this Proposal Invitation), or accepting the Cooperative member's purchase order for construction-related goods or services, whichever comes first. By signing and submitting the Construction Related Goods and Services Affirmation form in the Proposal Invitation forms, Proposer agrees that, if awarded a contract, Proposer will comply with this and other Advisory requirements in connection with the sale of construction-related goods or services to Cooperative members under the Contract award.

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

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

## **DELIVERY RESPONSE**

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

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

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

## **TEXAS WATER DEVELOPMENT BOARD**

Section B.12(b) of the General Terms and Conditions (Certifications) requires a Proposer to comply with all federal, state and local (which include municipal codes) laws related to the products and services provided under and the Proposer's activities in connection with this contract. Without limiting the scope of the foregoing, Proposers are advised that many projects that may be performed under this contract are subject to Texas Water Development Board requirements, and awarded vendors must comply with all applicable instructions, supplementary conditions, and other TWDB requirements. Information regarding the TDWB requirements and forms may be found at [www.twdb.texas.gov/financial/instructions](http://www.twdb.texas.gov/financial/instructions).



## PROPOSER'S AGREEMENT AND SIGNATURE

**Proposal Name:** Cured in Place Pipe (CIPP) for Pipeline Rehabilitation

**Proposal Due Date/Opening Date and Time:** September 17, 2020 at 4:00 PM

**Proposal Number:** 635-21

**Location of Proposal Opening:**  
Texas Association of School Boards, Inc.  
BuyBoard Department  
12007 Research Blvd.  
Austin, TX 78759

**Contract Time Period:** March 1, 2021 through February 28, 2022 with two (2) possible one-year renewals.

**Anticipated Cooperative Board Meeting Date:** January 2021

\_\_\_\_\_  
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



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

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;
4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
  - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
  - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
  - c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
  - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;
5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



## VENDOR CONTACT INFORMATION

Name of Company: \_\_\_\_\_

Vendor Proposal/Contract Contact Name: \_\_\_\_\_

Vendor Proposal/Contract Contact E-mail Address: \_\_\_\_\_

Vendor Contact Mailing Address for Proposal/Contract Notices: \_\_\_\_\_

\_\_\_\_\_

Company Website: \_\_\_\_\_

**Purchase Orders:** 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.

**Please select options below for receipt of purchase orders and provide the requested information:**

I will use the internet to receive purchase orders at the following address:

Purchase Order E-mail Address: \_\_\_\_\_

Purchase Order Contact: \_\_\_\_\_ Phone: 505-955-4623

Alternate Purchase Order E-mail Address: \_\_\_\_\_

Alternate Purchase Order Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

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.

**Request for Quotes ("RFQ"):** Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: \_\_\_\_\_

RFQ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Alternate RFQ E-mail Address: \_\_\_\_\_

Alternate RFQ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_



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

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

Service fee invoices and related communications should be provided directly to my company at:

**Invoice Mailing address:** \_\_\_\_\_ **Department:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Invoice Fax:** \_\_\_\_\_ **Invoice E-mail Address:** \_\_\_\_\_

**Alternative Invoice E-mail Address:** \_\_\_\_\_

In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent\*\*:

**Billing agent Mailing address:** \_\_\_\_\_ **Department:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Billing Agent Contact Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Billing Agent Fax:** \_\_\_\_\_ **Billing Agent E-mail Address:** \_\_\_\_\_

**Alternative Billing Agent E-mail Address:** \_\_\_\_\_

*\*\* 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.*



## **FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION**

### **FELONY CONVICTION DISCLOSURE**

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

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

Please check (✓) one of the following:

- My company is a publicly-held corporation. (Advance notice 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): \_\_\_\_\_

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

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

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

\_\_\_\_\_  
Printed Name

### **DEBARMENT CERTIFICATION**

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.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

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

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

\_\_\_\_\_  
Printed Name



## **RESIDENT/NONRESIDENT CERTIFICATION**

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

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 \_\_\_\_\_ %

## **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

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

|  |              |
|--|--------------|
| Company Name                             |              |
| Signature of Authorized Company Official | Printed Name |





**NO ISRAEL BOYCOTT CERTIFICATION**

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), 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 (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). 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).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

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

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

\_\_\_\_\_  
Printed Name

***Note: If Vendor does not wish to make this certification, return the blank form in lieu of a completed certification.***

**NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

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

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

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

\_\_\_\_\_  
Printed Name



## HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

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.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

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

\_\_\_\_\_  
Printed Name

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



## **CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION**

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

The Advisory, available at [buyboard.com/Vendor/Resources.aspx](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.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

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

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



## **DEVIATION AND COMPLIANCE**

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

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

Please check (✓) one of the following:

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

List and fully explain any deviations you are submitting:

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### **PLEASE PROVIDE THE FOLLOWING INFORMATION:**

1. Shipping Via:  Common Carrier  Company Truck  Prepaid and Add to Invoice  Other:

---

2. Payment Terms:  Net 30 days  1% in 10/Net 30 days  Other:

---

3. Number of Days for Delivery: \_\_\_\_\_ARO

4. Vendor Reference/Quote Number: \_\_\_\_\_

5. State your return policy: \_\_\_\_\_

---

6. Are electronic payments acceptable? Yes  No

7. Are credit card payments acceptable? Yes  No

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

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

\_\_\_\_\_  
Printed Name



## 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.

---

Company Name

---

Address

---

City

---

State

---

Zip

---

Phone Number

---

Fax Number

---

Contact Person

---

Company Name

---

Address

---

City

---

State

---

Zip

---

Phone Number

---

Fax Number

---

Contact Person



## MANUFACTURER DEALER DESIGNATION

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

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

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

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

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

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

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

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

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

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

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

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

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

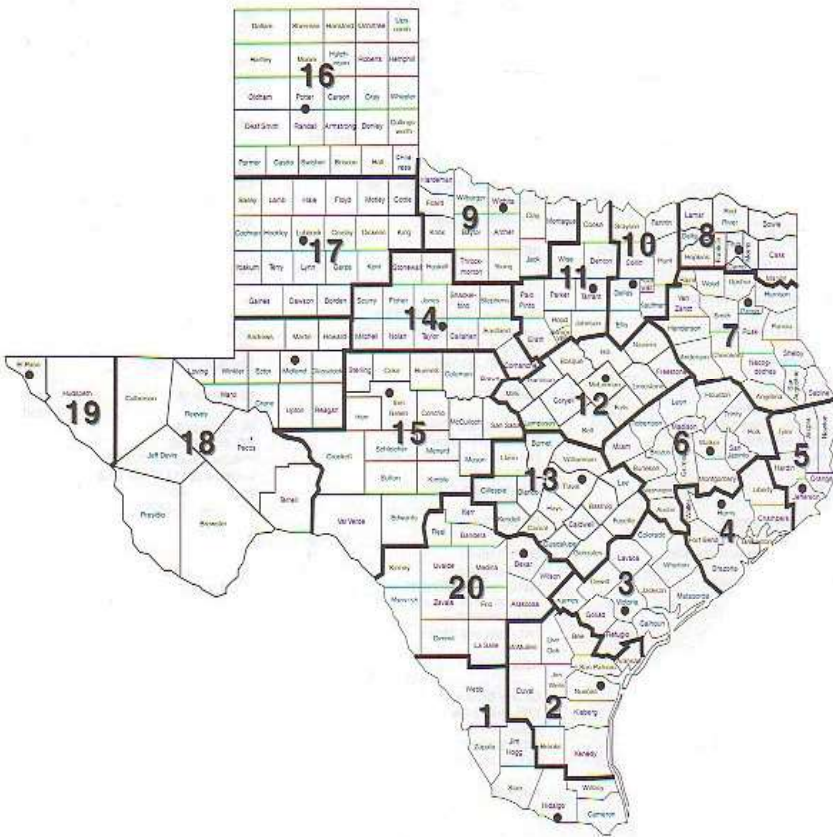
\_\_\_\_\_  
Your Company Name

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

## TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

### Regional Education Service Centers



- I will service Texas Cooperative members statewide.
- I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

#### Region 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

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

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

\_\_\_\_\_  
Printed Name

- I will not service members of the Texas Cooperative.



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

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## **STATE SERVICE DESIGNATION**

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

***If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.***

Please check (√) all that apply:

- I will service all states in the United States.
- I will not service all states in the United States. I will service only the states checked below:

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



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

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

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

\_\_\_\_\_  
Printed Name

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

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



## **NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT**

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

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

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

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

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

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

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

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



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

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

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

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

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

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

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

\_\_\_\_\_  
Date



## FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its 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:** \_\_\_\_\_



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By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

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

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

\_\_\_\_\_  
Printed Name



### **GOVERNMENTAL REFERENCES**

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

| <b>Entity Name</b> | <b>Contact</b> | <b>Phone#</b> | <b>Email Address</b> | <b>Discount</b> | <b>Quantity/<br/>Volume</b> |
|--------------------|----------------|---------------|----------------------|-----------------|-----------------------------|
| 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 prices) than indicated? **YES**  **NO**  If YES, please explain:

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

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

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

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

\_\_\_\_\_  
Printed Name



## **MARKETING STRATEGY**

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

Attach additional pages if necessary.

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

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

\_\_\_\_\_  
Printed Name





**CONFIDENTIAL/PROPRIETARY INFORMATION**

**A. Public Disclosure Laws**

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

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

Please check (✓) one of the following:

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

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

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

Confidential / Proprietary Information:

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*(Attach additional sheets if needed.)*



**B. Copyright Information**

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

Please check (✓) one of the following:

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

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

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

*(Attach additional sheets if needed.)*

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

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

**D. Consent to Release Proposal Tabulation**

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

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

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

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



## VENDOR BUSINESS NAME

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

**Name of Proposing Company:** \_\_\_\_\_  
*(List the 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 \_\_\_\_\_ If other, identify \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

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

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

List the Name(s) 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.)*

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



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

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

*For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the Buy Board 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, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

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

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

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

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



**3. Equal Employment Opportunity:**

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

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

**4. Davis-Bacon Act:**

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

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

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

Vendor agrees to comply with the above requirements when applicable.



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

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

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

**8. Debarment and Suspension:**

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

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

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

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

**10. Procurement of Recovered Materials:**

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

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

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



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

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

| Vendor Certification Item No.                                   | Vendor Certification:<br><b>YES</b> , I agree or<br><b>NO</b> , I do NOT agree | Initial |
|---|--|---------|
| 1. Vendor Violation or Breach of Contract Terms                 |  |         |
| 2. Termination for Cause or Convenience                         |  |         |
| 3. Equal Employment Opportunity                                 |  |         |
| 4. Davis-Bacon Act  |  |         |
| 5. Contract Work Hours and Safety Standards Act                 |  |         |
| 6. Right to Inventions Made Under a Contract or Agreement       |  |         |
| 7. Clean Air Act and Federal Water Pollution Control Act        |  |         |
| 8. Debarment and Suspension                                     |  |         |
| 9. Byrd Anti-Lobbying Amendment                                 |  |         |
| 10. Procurement of Recovered Materials                          |  |         |
| 11. Profit as a Separate Element of Price                       |  |         |
| 12. General Compliance and Cooperation with Cooperative Members |  |         |

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

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

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

\_\_\_\_\_  
Printed Name



## **PROPOSAL INVITATION QUESTIONNAIRE**

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

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

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2. Describe Proposer’s direct experience (not as a subcontractor) performing the work proposed under this contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Proposer’s capabilities relative to this contract.

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3. 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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4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act). If you are performing work under the contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the contract?

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5. Describe the tasks and functions that can be completed by Proposer in-house without the use of a subcontractor or other third party.

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6. 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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7. 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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8. 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. Include any contract for which the surety was notified of a potential claim in regards to a payment or performance bond. 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, notice to surety, failure to complete or deliver the work, or termination.

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9. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regards to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), if applicable, nature of the claim, and resolution or current status.

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10. Describe in detail the quality control system Proposer will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

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11. If the work will require Proposer to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

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12. Describe in detail all documented safety issues, if any, that have involved Proposer in the last three (3) years related to the type of work contemplated under this contract. Provide a 3-year history of your firm's workers compensation experience modifier.

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**By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.**

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

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



## **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).

### **Section I: Thermo Cured Products**

1. Discount (%) off catalog/pricelist for **CIPP Mainline Rehabilitation Gravity Applications and Related Items.**
2. Discount (%) off catalog/pricelist for **Pipe Bursting Rehabilitation and Related Items.**
3. Discount (%) off catalog/pricelist for **Structure (Manhole) Rehabilitation and Corrosion Protection and Related Items.**
4. Discount (%) off catalog/pricelist for **Bypass for Gravity Pipelines and Related Items.**
5. Discount (%) off catalog/pricelist for **Clean/TV and Evaluation for Gravity Pipelines and Related Items.**
6. Discount (%) off catalog/pricelist for **Excavation and Related Items.**
7. Discount (%) off catalog/pricelist for **HDPE Tight Fitting Liner (IPS diameters) and Related Items.**
8. Discount (%) off catalog/pricelist for **Polyester Reinforced Polyethylene (PRP) Pipe Liner and Related Items.**
9. Discount (%) off catalog/pricelist for **CIPP Pressure Pipe Lining for Potable and Non-Potable Pressure Pipelines and Related Items.**
10. Discount (%) off catalog/pricelist for **Pressure Pipeline Bypass and Related Items.**
11. Discount (%) off catalog/pricelist for **Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning and Related Items.**
12. Discount (%) off catalog/pricelist for **Internal/External CFRP/GFRP For Pressure Pipe and Cast in Place Concrete and Related Items.**
13. Discount (%) off catalog/pricelist for **Gravity Sewer Lateral Renewal Systems and Related Items.**
14. Discount (%) off catalog/pricelist for **Manhole, Access Portals, Wet Well and Lift Station Renewal and Surface Cleaning Systems and Related Items.**
15. Discount (%) off catalog/pricelist for **Horizontal Directional Drilling (HDD) and Related Items.**
16. Discount (%) off catalog/pricelist for **Glass Fiber Reinforced Polymer (GFRP) and Related Items.**
17. Discount (%) off catalog/pricelist for **Carbon Fiber Reinforced Polymer (CFRP) and Related Items.**
18. Discount (%) off catalog/pricelist for **Concrete Clearing and Removal from Sewer Lines and Related Items.**
19. Discount (%) off catalog/pricelist for **All Other Underground Construction and Supplemental Items and Related Items.**

### **Section II: UV Cured Products**

20. Discount (%) off catalog/pricelist for **UV Light Cured Spiral Wound Fiberglass Liner for CIPP Mainline Rehabilitation Gravity Applications and Related Items.**
21. Discount (%) off catalog/pricelist for **Pipe Bursting Rehabilitation and Related Items.**
22. Discount (%) off catalog/pricelist for **Structure (Manhole) Rehabilitation and Corrosion Protection and Related Items.**
23. Discount (%) off catalog/pricelist for **Bypass for Gravity Pipelines and Related Items.**
24. Discount (%) off catalog/pricelist for **Clean/TV and Evaluation for Gravity Pipelines and Related Items.**
25. Discount (%) off catalog/pricelist for **Excavation and Related Items.**
26. Discount (%) off catalog/pricelist for **HDPE Tight Fitting Liner (IPS diameters) and Related Items.**
27. Discount (%) off catalog/pricelist for **Polyester Reinforced Polyethylene (PRP) Pipe Liner and Related Items.**
28. Discount (%) off catalog/pricelist for **CIPP Pressure Pipe Lining for Potable and Non-Potable Pressure Pipelines and Related Items.**
29. Discount (%) off catalog/pricelist for **Pressure Pipeline Bypass and Related Items.**
30. Discount (%) off catalog/pricelist for **Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning and Related Items.**



31. Discount (%) off catalog/pricelist for **Storm Water Quality Pond Maintenance and Renewal and Related Items.**
32. Discount (%) off catalog/pricelist for **Gravity Sewer Lateral Renewal Systems and Related Items.**
33. Discount (%) off catalog/pricelist for **Manhole, Access Portals, Wet Well and Lift Station Renewal and Surface Cleaning Systems and Related Items.**
34. Discount (%) off catalog/pricelist for **Horizontal Directional Drilling (HDD) and Related Items.**
35. Discount (%) off catalog/pricelist for **Glass Fiber Reinforced Polymer (GFRP) and Related Items.**
36. Discount (%) off catalog/pricelist for **Carbon Fiber Reinforced Polymer (CFRP) and Related Items.**
37. Discount (%) off catalog/pricelist for **Concrete Clearing and Removal from Sewer Lines and Related Items.**
38. Discount (%) off catalog/pricelist for **All Other Underground Construction and Supplemental Items and Related Items.**

### **Section III: Polymer Injection Products**

39. Discount (%) off catalog/pricelist for **Pipe Sealing of Sanitary Sewer Pipes and Related Items.**
40. Discount (%) off catalog/pricelist for **Sealing of RCP or CMP Storm Sewer Joints and Related Items.**
41. Discount (%) off catalog/pricelist for **Sealing of Box Culvert Storm Sewer Joints and Related Items.**
42. Discount (%) off catalog/pricelist for **Manhole Seal/Stabilization and Related Items.**
43. Discount (%) off catalog/pricelist for **Inlet/Catch Basin Stabilization and Related Items.**
44. Discount (%) off catalog/pricelist for **Pavement Lifting and Related Items.**
45. Discount (%) off catalog/pricelist for **Levee Stabilization and Related Items.**
46. Discount (%) off catalog/pricelist for **Trench Stabilization and Related Items.**
47. Discount (%) off catalog/pricelist for **Lift Stations, Clarifiers, Water Tanks, Hydro Tanks, Miscellaneous Building and Related Items.**

### **Section IV: Liquefying Agents and Root Control Items**

48. Discount (%) off catalog/pricelist for **Sewer Grease Liquefying Agent and Related Items.**
49. Discount (%) off catalog/pricelist for **Sewer Line Chemical Root Control and Related Items.**

### **Section V: Installation and Repair Service**

50. **Not to Exceed Standard Hourly Labor Rate for Installation/Repair Service of Equipment and Products.**
51. **Not to Exceed Non-Standard Hourly Labor Rate for Installation/Repair Service of Equipment and Products.**
52. **Coefficient for Non-Standard Hours for Installation/Repair Service of Equipment and Products** RSMMeans Cost Data from the Total INCL O&P column (most current edition).
53. **Coefficient for Non-Standard Hours for Installation/Repair Service of Equipment and Products** RSMMeans Cost Data from the Total INCL O&P column (most current edition).



## REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

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



## **GENERAL TERMS AND CONDITIONS**

### **A. General Provisions**

#### **1. Statement of Inclusion/Applicability**

These General Terms and Conditions ("Terms and Conditions") apply to this Proposal Invitation and the proposing company's response to this Proposal Invitation, and are an integral part of any contract which is awarded by the Cooperative under this Proposal Invitation and any related Cooperative member Purchase Order or construction contract 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:

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

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

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

- a) This Proposal Invitation;
- b) Proposer's Proposal;
- c) Notice of Award issued to Proposer by the Cooperative;
- d) Member Purchase Order; and
- e) Member Construction Contract.

**"Cooperative"** means, collectively, The Local Government Purchasing Cooperative (which may also be referred to as "Texas Cooperative" herein) and its administrator, TASB, unless a distinction is made otherwise.

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

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



**"Member Construction Contract"** means any and all additional written terms, conditions, or instructions, related to construction or construction-related goods or services procured under a Contract awarded pursuant to this Proposal Invitation, which are required by a Cooperative member and accepted by a Vendor. 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;
- 2) Drawings or project plans produced by the Cooperative member; and
- 3) Change orders or change directives.

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

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

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

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

**"Purchase Order"** means a Cooperative member's fiscal form or other instrument, including a record of an online order placed through a Vendor website or record of a purchasing card (P-card) purchase, which is used in making a purchase from Vendor under a BuyBoard contract.

#### **4. Construction and Construction-Related Goods or Services**

This Proposal Invitation may include construction or construction-related goods or services, such as the installation of equipment, limited site preparation work, or alterations to existing buildings or facilities, which collectively are referred to in these Terms and Conditions as "construction-related 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 construction-related services under a BuyBoard Contract awarded pursuant to this Proposal Invitation.

A Cooperative member procuring construction-related services under a BuyBoard Contract will likely negotiate and require Vendor to enter into a Member Construction Contract with additional terms that are specific to the Cooperative member's procurement or project. For example, a Cooperative member's architect and/or engineer (selected outside of a BuyBoard Contract) may prepare plans and technical specifications for tasks included in the construction-related services. Additionally, a Cooperative member may require compliance with legal requirements applicable to construction-related services, including certain bonding requirements and prevailing wage requirements. The Member Construction Contract 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.1 (Notice of Award and Related Matters).





Note: As specified in section B.10 (Certain Professional Services Excluded) of these Terms and Conditions, a Contract awarded under this Proposal Invitation does not include architecture, engineering or other services that must be procured in accordance with the Texas Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), and therefore a Member Construction Contract entered into with a Vendor pursuant to the BuyBoard Contract may not include such services. To the extent that an awarded good or service includes a construction component that requires architecture or engineering services, a Cooperative member must procure such services outside the BuyBoard Contract through a separate procurement process.

## B. Proposal Requirements

### 1. Specifications

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

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

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

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

### 2. Pricing

A "Line Item" Proposal must be for a specific price for the unit of measure specified for that item. Proposer is responsible for clearly noting any differences in proposed packaging and/or units of measure as a deviation in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms and Conditions. If this Proposal Invitation requires "discount from catalog" pricing, Proposer must quote a single discount percentage to be applied to all items in Proposer's published catalog. Proposer must submit the catalog or published pricelist with the



Proposal in electronic format. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the catalogs or pricelists submitted do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

Proposer's pricing must be "equal to or better" than pricing Proposer offers other similar customers. Pricing that is not considered equal or better could result in the Proposal being determined non-competitive and not considered for award.

Unless specified otherwise in this Proposal Invitation:

- a) A "cost plus" Proposal will not be accepted;
- b) Proposer will not include freight, transportation and delivery charges or costs or sales tax in Proposal pricing (freight, transportation and delivery charges, 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.

### **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**

Proposer must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations (collectively "deviations") from these Terms and Conditions or any of the item specifications in the Proposal on the Deviation and Compliance form (or an attachment thereto) at the time the Proposal is submitted. The submission of any such deviation may place Proposer at a competitive disadvantage or otherwise prevent the Cooperative from considering the Proposal on the affected item(s).

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

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



## 5. Addenda

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

## 6. Samples

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

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

## 7. Proposal on All or Certain Items

Unless otherwise specified, Proposer may propose on any or all items. Proposer should answer all questions related to each item on which Proposer wishes to propose, and either leave the questions for other items unanswered (blank) or indicate "No Bid." The Cooperative will consider items individually and make awards on each item independently, except for "related" items for which "compatibility" will be an element of consideration. In such cases, small groups of items 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 will be an event of default and grounds for termination of the Contract.**

## 8. "All or Nothing" Awards

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



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

**The requirements of Subchapter J, Chapter 552, Texas Government Code<sup>1</sup>, may apply to this Proposal Invitation and any awarded Contract, and Vendor agrees that the Contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.**

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

- (a) 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 Construction Contract 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 Construction Contract thereunder);
- (b) 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
- (c) on completion of the Contract (including any Purchase Order or Member Construction Contract thereunder), either:
  - (i) 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 Construction Contract) that is in the custody or possession of Vendor;
  - (ii) preserve the Contracting Information related to the Contract (including any Purchase Order or Member Construction Contract 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.

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

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

<sup>1</sup> Section 9, Senate Bill No. 943, 86<sup>th</sup> Tex. Leg. R.S., effective January 1, 2020.



## 10. Certain Professional Services Excluded

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

## 11. Withdrawal or Modification of Proposal

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

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

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

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

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

## 12. Certifications

The Proposer's Agreement and Signature form, which is fundamental to and incorporated into this Proposal Invitation, requires Proposer to certify to certain matters. Pursuant to and in accordance with such Proposer's Agreement and Signature form, and in addition to the matters set forth therein, Proposer certifies to the following with respect to this Proposal Invitation, the Proposal, and any Contract awarded under this Proposal Invitation.

### (a) Non-Collusion Certification

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

- 1) Neither Proposer nor any business entity represented by Proposer has received compensation for participation in the preparation of the item specifications or these Terms and Conditions related to this Proposal Invitation;



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

**(b) Certification Regarding Legal, Ethical, and Other Matters**

Proposer agrees and certifies to the following:

- 1) Proposer has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with the Proposal;
- 2) Proposer has a high degree of integrity and business ethics, and a satisfactory record of performance;
- 3) Proposer is an authorized dealer, distributor, or manufacturer for the products or services offered in the Proposal for each region or state Vendor proposes to serve in the Proposal;
- 4) Proposer has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from submitting its Proposal and Proposer would in no other way whatsoever be disqualified to propose or receive any award or Contract related to this Proposal Invitation, and Proposer will comply with any reasonable request from the Cooperative to supply information sufficient to substantiate the foregoing representations;
- 5) Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Contract;
- 6) The prices, prompt payment discount terms, delivery terms, distribution allowances and the quality and/or performance (including warranties) of the product or services offered in the Proposal are and will remain the same or better than those offered Proposer's most favored customer under equivalent circumstances;
- 7) The Proposal complies with all federal, state, and local laws concerning these types of products or services, and Proposer will continue to comply with any applicable federal, state, and local laws related to Proposer's activities in connection with the Contract;
- 8) Proposer will comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code;
- 9) Proposer will maintain, at Proposer's expense, any insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Proposer or its employees or its agents of any service under the Contract; however, the existence of such insurance does not relieve Proposer of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law; and
- 10) Any false statement contained in the Proposal is a material breach of contract which will void the Proposal or any resulting Contract, and subject Proposer to removal from all proposal lists, and possible criminal prosecution.



**13. Proposal Signatures**

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

**14. No Reimbursement**

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

**C. Proposal Evaluation**

**1. General**

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

**2. Best Value Criteria**

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

| Best Value Criteria |   | Maximum Points |
|---------------------|---|----------------|
| 1                   | Price 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             |
| <b>TOTAL:</b>       |   | <b>100</b>     |

The Cooperative’s evaluation will include Proposer’s responses to the forms and other attachments included or associated with this Proposal Invitation, including but not limited to Proposer’s responses to the Proposal Invitation Questionnaire. Only responsive Proposals will be evaluated. Failure to include all required information may result in a Proposal being deemed non-responsive.

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

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



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

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

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

The Board's decision may be protested only in accordance with the Board's protest procedure policy, COOP-851, which is available from the BuyBoard Administrator upon request. Pursuant to COOP-851, a protest challenging the terms, conditions or form of notice of this Proposal Invitation and accompanying documentation must be received by the Cooperative no later than 5:00 p.m. CST the fifth (5<sup>th</sup>) 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 (5<sup>th</sup>) business day after the award is posted on the BuyBoard vendor website.

## **D. Contract Award**

### **1. Notice of Award and Related Matters**

A Proposal is an offer by Proposer to contract with the Cooperative and Cooperative members in accordance with this Proposal Invitation, including without limitation the item specifications, and these Terms and Conditions. A Proposal does not become a Contract unless and until the Proposal is accepted by the Cooperative through the issuance of a written Notice of Award to the successful Proposer, whereupon the Contract becomes binding and enforceable. The Contract is then utilized by a Cooperative member by the member issuing a signed Purchase Order and/or Member Construction Contract, as defined in section A.3 (Definitions) and further described in section A.4 (Construction and Construction-Related Goods or Services) of these Terms and Conditions, for the awarded products or services. Vendor must honor all purchase orders issued by Cooperative members and Member Construction Contracts 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 (The BuyBoard) of these Terms and Conditions, all Purchase Orders must be processed through the BuyBoard. All deliveries and financial transactions related to the Purchase Order will occur directly between Vendor and the ordering Cooperative member.

Cooperative members and Vendors do not have the authority to modify these Terms and Conditions. By submitting a Proposal, Vendor specifically agrees that these Terms and Conditions shall apply and that it shall not seek to impose on a Cooperative member additional terms and conditions or ancillary agreements that are inconsistent with, or intended to supersede, these Terms and Conditions. Any attempt by a Vendor to impose terms and conditions on a Cooperative member that are inconsistent with or intended to supersede these Terms and Conditions which were not submitted by Vendor as a deviation with its Proposal and approved by the Cooperative shall be an event of default under the Contract and grounds for termination of Vendor's Contract. However, a Cooperative member may add terms to a Purchase Order





and/or require a Member Construction Contract with terms that are consistent with these Terms and Conditions and are acceptable to Vendor. A Cooperative member may require a performance and/or payment bond from Vendor as may be required by law or deemed necessary or appropriate. Additionally, a Cooperative member may require Vendor to carry and provide proof of such insurance as may be required by state or local law or policy. Individual Cooperative members may in certain circumstances require background checks on Vendor employees who will have direct contact with students or staff, or for other reasons, and may require Vendor to pay the cost of obtaining criminal history record information. To the extent of any conflict between these Terms and Conditions and requirements contained in any Cooperative member Purchase Order or Member Construction Contract, the stricter requirements on the Vendor shall apply. In the event of differing but equally stringent requirements, the Cooperative member Purchase Order or Member Construction Contract shall govern over the requirements in the Proposal Invitation.

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

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

## **E. Contract Performance**

### **1. Contract Term**

The term of the Contract is for the initial term stated in this Proposal Invitation, which term begins on the date specified in the Notice of Award. Unless otherwise stated in this Proposal Invitation, the Contract may be renewed for two (2) additional one (1)-year terms as provided for in this section E.1. A reference to "Contract term" in these Terms and Conditions means the initial term and any renewal term.

The Contract shall govern the Vendor's and the Cooperative member's rights and obligations with respect to any Purchase Order issued during the Contract term and afterwards, with respect to any Purchase Order or purchase bound by the Cooperative member for specified goods or services **before** the Contract award period ended.

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 failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations. A renewal must be agreed to by the Cooperative and Vendor.

In the event the Contract term will expire before the Cooperative awards a successor contract for the categories of awarded products or services, the Contract may be extended beyond the expiration date on a month to month basis, or such other term as determined by the Cooperative, upon the agreement of the Cooperative and Vendor, provided that the awarded pricing does not increase during such extension.

### **2. Prevailing Wages, Bonding and Insurance Requirements**

Vendor must comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code.



Vendor must provide any applicable performance and payment bonds as required by law, including Chapter 2253 of the Texas Government Code, or as requested by a Cooperative member. Vendor must maintain appropriate and sufficient insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect Vendor and the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided by law.

### **3. Conformity to Item Specifications and Contract Award**

Vendor warrants that the products or services Vendor provides under the Contract conform to the item specifications and other requirements of this Proposal Invitation (except to the extent and as specifically noted as deviations in Vendor's Proposal), and are free from all defects in material, workmanship and title. If Vendor deviates from an item specification, including delivering a product other than the specific brand and model of the product awarded, the ordering Cooperative member may reject the product when delivered and terminate the purchase order, at no cost or penalty to the member. Vendor further warrants that all products and services 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 awarded products 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 may include line item pricing, discount off catalog or pricelist, not-to-exceed hourly labor rates, or other pricing structure as set forth in the Proposal Invitation. Except as provided in this section E.4 or otherwise in this Proposal Invitation, Vendor shall hold its awarded pricing firm during the Contract term.

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

For awarded pricing based on hourly labor rates, Vendor may not exceed the awarded pricing during the Contract term unless changes to prevailing wage rates under state, local, or federal law applicable to the work to be performed require higher rates. In such event, the Vendor must notify the Cooperative and provide documentation supporting the required labor rate increase.

All awarded discounts must remain firm during the Contract term.



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

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

If it is determined that a Vendor has sold products or services to Cooperative members through the Contract at a price higher than the applicable awarded pricing, Vendor shall be in default of its Contract and subject to termination.

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

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

Unless otherwise provided for in this Proposal Invitation, all tangible goods included in this Proposal Invitation must be packaged in containers that are new, appropriately designed for the product, and sturdy enough to protect the product during loading, transit, unloading, and storage, and be suitably packed to secure the lowest transportation costs. Products for which palletizing is appropriate must be delivered on standard 48" 4-way pallets in good, serviceable condition.

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

Except for items that have hidden defects or that do not meet specifications, title and risk of loss to products pass to a Cooperative member upon the member's actual receipt and acceptance of the product at the point and time of delivery. Unless otherwise noted in the proposal (as a deviation) or provided in the Purchase Order or Member Construction Contract, Vendor must deliver or provide awarded products or services within ten (10) business days after receipt of a Cooperative member's purchase order. Vendor must immediately notify the Cooperative member's primary contact of any anticipated or actual delay and document the notice in writing, and the member may extend the delivery time or cancel the order if the delay is unacceptable. If the Cooperative member has not received notice of the delay as required by this section, the member may, at its discretion, return to Vendor any items received after the due date, at Vendor's expense and without liability or penalty to the member. When the needs of a Cooperative member require immediate response, the right to pick up 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, 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.

#### **(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 Prompt Payment Act (Chapter 2251 of the Texas Government Code). A Cooperative member is not responsible for products delivered or invoiced without a valid purchase order number.

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

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

Products supplied under the Contract must be delivered in the best possible condition, be covered by the product warranties provided by Vendor and/or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the Cooperative or a Cooperative member. Tests may be performed on samples taken from any regular shipment of the product. In the event a tested product fails to meet or exceed all requirements of the item specifications or these Terms and Conditions and any Member Construction Contract, 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 (5) business days or on the next service date, whichever is sooner, without charge for the replacement or delivery. Additionally, the Cooperative or member may dispose of defective products that are not picked up and replaced by Vendor, without cost. Products damaged in shipment are considered defective for purposes of the foregoing. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance of such products. The Cooperative or Cooperative member must have access to Vendor's place of business during normal business hours for the purpose of inspecting any awarded product.

#### **8. Substitutions**

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

If an awarded product or catalog of products is discontinued by the manufacturer and the same manufacturer offers an equivalent replacement product, or if a catalog of products is updated by the manufacturer with products within the same Proposal Invitation specifications and category(ies) for which Vendor was awarded, Vendor may substitute the replacement product or updated catalog for the awarded product or catalog. Vendor shall submit all reasonable supporting documentation requested by the Cooperative's Administrator regarding any substitutions or catalog updates. The Cooperative reserves the right to reject, in its sole discretion, any product or catalog substitution.

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

Vendor must not limit or exclude any implied warranties and shall extend such warranties on the awarded product, as well as the installation thereof if such installation is provided by Vendor, as are normally provided to other customers of Vendor. All services shall be performed in a good and workmanlike manner consistent with industry standards. Unless



a deviation is submitted by the Vendor with its proposal and accepted by the Cooperative pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms and Conditions or unless a different warranty is required by a Cooperative member Purchase Order or supplemental contract, a minimum of a ninety (90)-day product or service guaranty or the manufacturer's standard commercial warranty, whichever is greater, will apply to all awarded products and services. At a minimum, all product warranties must provide for replacement of defective merchandise, parts, and labor, and include pick-up of the defective merchandise from the location specified by the Cooperative member and delivery of the replacement(s) to the same location. In addition, such warranty shall include curing any defects in connection with any Vendor installation of the product at no additional cost to the member. The warranty period is effective from the date the Cooperative member accepts the product or the date the service is completed and accepted by the Cooperative member.

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

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

If tangible goods are included as part of Vendor's Proposal 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. Unless otherwise specified in this Proposal Invitation, product substitutions are not allowed, and the involvement of multiple distribution centers does not alter the restriction against product substitution.

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

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

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

Further, Vendor acknowledges and agrees that, if Vendor opts to submit Designated Dealers under the Contract, Vendor is responsible for ensuring the accuracy of, maintaining, and updating the Designated Dealer information provided to the Cooperative and ensuring and confirming such information has been received by the Cooperative's administrator in such form as the Cooperative's administrator may reasonably require. Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order



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directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

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

### **11. The BuyBoard**

The awarded Contract will be posted on the BuyBoard website as an online electronic catalog(s). **Except as expressly authorized in writing by the Cooperative's administrator, neither Vendor nor any Vendor Designated Dealer is authorized to process a Purchase Order received directly from a Cooperative member**, and a Cooperative member that wishes to procure goods or services under the Contract will initiate a Purchase Order through the BuyBoard, which will be transmitted to Vendor or Vendor's Designated Dealer(s). All Purchase Orders generated by or under the contract must be processed through the BuyBoard. To the extent that a Vendor or a Vendor Designated Dealer erroneously processes a Purchase Order received directly from a Cooperative member without express written authorization from the Cooperative's administrator, such actions may be considered in breach of Vendor's obligations under the Contract but shall not alter the nature of the transaction as a BuyBoard purchase or relieve Vendor of the obligation to pay the service fee on such purchase, the intent of the Cooperative member to purchase through the Cooperative contract being paramount. Vendor and any Vendor Designated Dealer must maintain the computer and telephone hardware necessary to provide for the electronic receipt of Purchase Orders, and pay such costs and fees as may be imposed by a supplier or service provider for the software, equipment and service required to use the BuyBoard. To the extent that a Vendor is authorized in writing by the Cooperative administrator to process a Purchase Order received directly from a Cooperative member, Vendor shall be required to comply with all conditions imposed by the Cooperative as a part of such authorization.

### **12. Service Fee**

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

Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in an invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 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 with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) and billing agent to cooperate, with the Cooperative in attempting to reconcile and resolve disputed fees, and shall provide such reasonable information and documentation as the Cooperative may require to review the disputed fees to the satisfaction of the Cooperative administrator's staff. Any service fees for which the Cooperative has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board Policy, COOP-852, Vendor Invoicing and Collections.



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

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

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

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

### **14. Sales Tax**

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

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

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

### **16. Indemnification**

Vendor agrees to defend, indemnify, and hold harmless the Cooperative, TASB and Cooperative members, and their officers, board members, agents and employees, from and against all 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 Member Construction Contract, 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 Construction Contract, as applicable. In no event shall Vendor's obligation to a Cooperative member



under this section E.16 be less than the amount a Cooperative member pays Vendor under the purchase order or Member Construction Contract that gives rise to such obligation.

### **17. Intellectual Property Infringement**

Without limiting the scope of section E.16 (Indemnification) of these Terms and Condition, if any claim is asserted, or action or proceeding brought against the Cooperative or a Cooperative member that alleges that all or any part of the products or services supplied by Vendor, in the form supplied or modified by Vendor, or its subcontractors pursuant to Vendor's sole directions, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Cooperative, upon its awareness, shall give Vendor prompt written notice thereof. Vendor shall defend, and hold the Cooperative and the Cooperative member harmless, against any such claim or action and shall indemnify the Cooperative and Cooperative member against any liability, damages and costs resulting from such claim. In addition, if, in any such suit arising from such claim, the continued use of the product for the purpose intended is enjoined by any court of competent jurisdiction, Vendor shall, at its expense and option, either (a) procure for the Cooperative member the right to continue using the product; (b) modify the product so that it becomes non-infringing; (c) replace the product or portions thereof so that it becomes non-infringing; or (d) allow the Cooperative member to return the product 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 ten (10) business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and, to the extent the default is capable of being cured, a ten (10) business day opportunity to remedy the default to the satisfaction of the terminating party (or, in the event of default based on Vendor's failure to timely remit the service fee due the Cooperative, such longer cure period as may be established by Cooperative policy.)

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

- i. Delivery of product or services that fail to meet the item specifications;
- ii. Delivery of product or services that are defective or substandard or fail to pass product inspection;
- iii. Delivery of a product substitution, except as specifically authorized;
- iv. Failure to meet required delivery schedules;
- v. Failure to timely supply the awarded products or services at the contract price;
- vi. 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;
- vii. Failure to provide, within a reasonable time and where required by the Contract, information reasonably requested by the Cooperative including, but not limited to, information requested under section E.12 of these Terms and Conditions;
- viii. Processing a Purchase Order received directly from a Cooperative member, without prior written approval from the Cooperative's administrator;
- ix. 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);
- x. Selling non-awarded products or services under the Contract or any other BuyBoard contract with Vendor;





- xi. Vendor refusal, inability or loss of ability, to offer or provide awarded goods or services to Cooperative members in awarded regions or states unless caused by a Force Majeure event pursuant and subject to section E.19; or
- xii. Failing to provide a Cooperative member with a copy of the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members before executing a Member Construction Contract with the member or accepting the Cooperative member's Purchase Order for construction-related goods or services, whichever comes first.

Notwithstanding any other provision of this section E.18, in the event of Vendor's default under or breach of any provision in the Contract, the Cooperative reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Cooperative or necessary or appropriate to protect or provide best value to Cooperative members. Without limiting the scope of the foregoing, the Cooperative or its administrator may temporarily inactivate (suspend) Vendor from the BuyBoard website and as a BuyBoard vendor, suspend or remove any Vendor Designated Dealer from the BuyBoard website, or require removal of an awarded product or service with or without prior notice to Vendor, if the Cooperative or its administrator determines that a breach under the Contract or any other BuyBoard contract with Vendor, including nonpayment of service fees, or a potential public health, policy, or safety issue warrants such action, and the temporary inactivation will remain in effect pending further action or termination of the Contract by the Cooperative or its administrator. Vendor remains liable for all obligations and responsibilities incurred prior to and during any temporary inactivation and prior to termination, as applicable.

In the event the Cooperative terminates the Contract, in whole or in part, the Cooperative reserves the right to award the terminated Contract, or any portion thereof, to the next Proposer the Cooperative determines to provide best value to Cooperative members.

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 products and services sold 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, but may terminate a Purchase Order or Member Construction Contract or refuse to accept delivery as provided for in these Terms and Conditions or for Vendor's material breach of a term or condition included in a Cooperative member Purchase Order or Member Construction Contract. Additionally, to the extent permitted by law, Cooperative members may sue for breach of contract and specific performance and, in addition to contract damages, recover



attorneys' fees and costs. Nothing herein shall limit the remedies available to a Cooperative member under applicable law.

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

### **19. Force Majeure**

The term Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in Vendor's industry equally and are not actions taken solely against Vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; 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 a Member Construction Contract 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 regards to the Cooperative without the Cooperative's prior written consent. A Vendor wishing to assign, transfer, or convey all or any portion of an awarded Contract shall submit a written request to the Cooperative, preferably at least 60 days before the projected effective date of the assignment and provide such information as the Cooperative may require to process and consider the request.

Approval or denial of an assignment request shall be within the sole discretion of the Cooperative, and a vendor not awarded a Contract through the Proposal Invitation process has no right or vested interest to assignment of an awarded Contract. In determining whether to consent, the Cooperative may consider any relevant factors, including whether the 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 product for any reason during the Contract term, including ceasing distribution in one or more regions or states designated by Vendor in its Texas Regional Service Designation or State Service Designation forms, and the Cooperative determines that continued availability of the product provides best value to Cooperative members, the Cooperative reserves the right to place the manufacturer of such product on the BuyBoard for the remainder of the Contract term for any or all regions or states in which Vendor has ceased distribution, in which event Vendor's Contract for such product will be deemed assigned to the product manufacturer.

## **2. Notices**

Unless otherwise provided for in this Proposal Invitation, any written notice or other communication required by the Contract or by law will be conclusively deemed to have been given and received on the third business day after such written notice has been deposited in the U. S. Mail, properly addressed, and with sufficient postage affixed thereto, provided that actual notice may also be given in any other manner used in commerce.

If the conclusion of any time period provided for in these Terms and Conditions falls on a weekend or a federal holiday, the conclusion of such time period shall be deemed to be extended until the next business day. Otherwise, references to time periods measured by days shall mean calendar days unless business days are specifically designated.

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

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

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

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

## **5. Waiver**

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

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

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

## **7. Right to Assurance**

Whenever the Cooperative in good faith has reason to question Vendor's intent to perform, the Cooperative may demand that Vendor give written assurance of its intent to perform. In the event that a demand is made and no



assurance is given within five (5) days, the Cooperative may treat the failure as an anticipatory repudiation of the Contract.

#### **8. Non-Appropriations Clause**

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

#### **9. Invalid Term or Condition**

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

#### **10. Remedies Cumulative**

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

#### **11. Signatures**

Except as required pursuant to section B.13 (Proposal Signatures) of these Terms and Conditions with respect to Proposals and related documentation or as otherwise specifically required in these Terms and Conditions, all notices, requests, amendments and other written documentation required or authorized under the Contract may be provided electronically or as an imaged document, and an electronic, facsimile or imaged signature shall be deemed an original.

#### **12. Right of Setoff**

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

# Abilene ihpnrtr-Nturs

PART OF THE USA TODAY NETWORK

Certificate of  
Publication

**TEXAS ASSOC OF SCHOO L BOARDS**  
12007 RESEARCH BLVD

**AUSTIN, TX 78759**

STATE OF WISCONSIN)

))

COUNTY OF BROWN)

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

TEXAS ASSOC OF SCHOO L BOARDS

On the following date(s) to wit:

**06/11/2020, 06/18/2020**

  
Kathleen Allen  
Legal Notice Clerk

On this June 18, 2020, I certify that the attached document is a true and exact copy made by the publisher.:

  
Pappathopoulos  
Notary Public, State of Wisconsin, County of Brown

10/23/2023  
My Commission Expires

Publication Cost: \$1,401.80

Ad No: 0004224214

Customer No: 1225040

PO#:

# of Affidavits 1

This is not an invoice

PANG PAPPATHOPOULOS  
Notary Public  
State of Wisconsin

| Proposal Number | Proposal Name  | Proposal Deadline |
|-----------------|--|-------------------|
| 633-20          | Retail Products and Supplies   | 8/6/2020          |
| 634-21          | Photovoltaic Power Systems and Components  | 9/10/2020         |
| 635-21          | Cured in Place Pipe (CIPP) for Pipeline Rehabilitation                                   | 9/17/2020         |
| 636-21          | Tires, Tubes, Supplies and Equipment   | 9/24/2020         |
| 637-21          | Modular Buildings, Classrooms, and Relocation services                                   | 10/8/2020         |
| 638-21          | Trade Services   | 10/15/2020        |
| 639-21          | Custodial and Low Core Services  | 10/22/2020        |
| 640-21          | Moving Services and Supplies   | 11/5/2020         |
| 641-21          | Indoor/Outdoor SPOrts Surfaces, Repair and Renovation, and Gvm Floor Refinishing         | 11/19/2020        |
| 642-21          | Carpet/Tile Flooring, Stage Floor Refinishing, Concrete Polishing, Grinding and Staining | 11/19/2020        |
| 643-21          | Holiday Lighting and Decoration  | 12/10/2021        |
| 644-21          | Audio Visual Equipment and Supplies  | 12/17/2021        |
| 645-21          | Facility Maintenance and Operation Services  | 1/14/2021         |
| 646-21          | Rental Services of Construction Equipment, Vehicles, and Other Equipment                 | 1/21/2021         |

"Sealed proposals will be received by the Local Government Pur 12007 Research Blvd., Austin, TX 78759:

NOTE: Proposal Invitations will be available at [www.vendor.bu](http://www.vendor.bu) lect any or all bids and to waive any formalities in bidding excep

| <b>Proposal Number</b> | <b>Proposal Name</b>   | <b>PrOPoSAl Deadline</b> | <b>Contract Effective Date</b> | <b>Contract Expiration Date</b> |
|------------------------|--|--------------------------|--------------------------------|---------------------------------|
| 633-20                 | Retail Products and Supplies   | 8/16/2020 4:00 PM        | 12/1/2020                      | 11/30/2023                      |
| 634-21                 | Photovoltaic Power Systems and ComPOnents  | 9/10/2020 4:00 PM        | 3/1/2021                       | 2/29/2024                       |
| 635-21                 | Cured in Place Pipe (CIPP) for Pipeline Rehabilitation                                   | 9/17/2020 4: 00 PM       | 3/1/2021                       | 2/29/2024                       |
| 636-21                 | Tires, Tubes, Supplies and Equipment   | 9/24/2020 4:00 PM        | 3/1/2021                       | 2/29/2024                       |
| 637-21                 | Modular Buildings, Classrooms, and Relocation Services                                   | 10/8/2020 4:00 PM        | 3/1/2021                       | 2/29/2024                       |
| 638-21                 | Trade Services   | 10/15/2020 4:00 PM       | 3/1/2021                       | 2/29/2024                       |
| 639-21                 | Custodial and Lawn Care Services   | 10/22/2020 4: 00 PM      | 3/1/2021                       | 2/29/2024                       |
| 640-21                 | Moving Services and Supplies   | 11/5/2020 4:00 PM        | 6/1/2021                       | 5/31/2024                       |
| 641-21                 | Indoor/Outdoor Sports Surfaces, Repair and Renovation, and Gym Floor Refinishing         | 11/19/2020 4:00 PM       | 6/1/2021                       | 5/31/2024                       |
| 642-21                 | Carpet/Tile Flooring, Stage Floor Refinishing, Concrete Polishing, Grinding and Staining | 11/19/2020 4:00 PM       | 6/1/2021                       | 5/31/2024                       |
| 643-21                 | Holiday Lighting and Decoration  | 12/10/2020 4:00 PM       | 6/1/2021                       | 5/31/2024                       |
| 644-21                 | Audio Visual Equipment and Supplies  | 12/17/2020 4:00 PM       | 6/1/2021                       | 5/31/2024                       |
| 645-21                 | Facility Maintenance and Operation Services  | 1/14/2021 4:00 PM        | 7/1/2021                       | 6/30/2024                       |
| 646-21                 | Rental Services of Construction Equipment, Vehicles, and Other Equipment                 | 1/21/2021 4:00 PM        | 7/1/2021                       | 6/30/2024                       |

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:

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

# Affidavit of Publication

STATE OF TEXAS} S  
 COUNTY OF POTTER}

Kimberly Megrew, being duly sworn, says:

That she is Legal Clerk of the Amarillo Globe-News, 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 on the following dates:

June 11, 2020, June 18, 2020

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

*Kimberly Megrew*  
 \_\_\_\_\_  
 Legal Clerk

Subscribed to and sworn to me this 18th day of June 2020.

*Rose O'Rand Miller*  
 \_\_\_\_\_

Rose O'Rand Miller, Notary Public, Potter County, Texas

My commission expires September 06, 2021



00008868 16080156

Texas Association of School Boards/AMA  
 12007 Research Blvd.  
 AUSTIN, TX 78759

| Proposal Number | Proposal Name  | Proposal Deadline     | Contract Effective Date | Contract Expiration Date |
|-----------------|--|-----------------------|-------------------------|--------------------------|
| 633-20          | Retail Products and Supplies   | 8/6/2020<br>4:00PM    | 12/1/2020               | 11/30/2023               |
| 634-21          | Photovoltaic Power Systems and Components  | 9/10/2020<br>4:00 PM  | 3/1/2021                | 2/29/2024                |
| 635-21          | Cured in Place Pipe (GIPP) for Pipeline Rehabilitation                                 | 9/17/2020<br>4:00 PM  | 3/1/2021                | 2/29/2024                |
| 636-21          | Tires, Tubes, Supplies and Equipment   | 9/24/2020<br>4:00 PM  | 3/1/2021                | 2/29/2024                |
| 637-21          | Modular Buildings, Classrooms, and Resources   | 10/8/2020<br>4:00PM   | 3/1/2021                | 2/29/2024                |
| 638-21          | Trade Services   | 10/15/2020<br>4:00PM  | 3/1/2021                | 2/29/2024                |
| 639-21          | Custodial and Lawn Care Services   | 10/22/2020<br>4:00 PM | 3/1/2021                | 2/29/2024                |
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| 642-21          | carpevrne Flooring, Stage Floor Refinishing, Concrete Polishing, Grinding and Staining | 11/19/2020<br>4:00 PM | 6/1/2021                | 5/31/2024                |
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| 646-21          | Rental Services of Construction Equipment, Vehicles, and Other Equipment               | 1/21/2021<br>4:00 PM  | 7/1/2021                | 6/30/2024                |

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:

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

# Austin American- Statesman statesman.com

## PROOF OF PUBLICATION STATE OF TEXAS

### PUBLIC NOTICE

Before the undersigned authority personally appeared Jason Gallanis, who on oath says that he/she is a Legal Advertising Agent of the Austin American-Statesman, a daily published newspaper that is generally circulated in Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis, and Williamson Counties, and State of Texas, and that the attached advertisement was published in said newspaper, to wit: TX ASSOC OF SCHOOL BOARDS, first date of publication 06/11/2020, last date of publication 06/18/2020, published 2 time(s), and that the attached is a true copy of said advertisement.

TX ASSOC OF SCHOOL BOARDS  
12007 RESEARCH BLVD  
AUSTIN, TX 78759-2429

|                       |            |
|-----------------------|------------|
| Invoice/Order Number: | 0000576265 |
| Ad Cost:              | \$7,054.06 |
| Paid:                 | \$0.00     |
| Balance Due:          | \$7,054.06 |

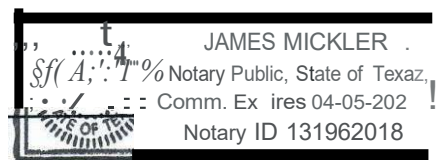
Signed \_\_\_\_\_

(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 23rd day of June, 2020 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed \_\_\_\_\_

(Notary)



Please see M on following page(s).



Invoice/Order Number: 0000576265  
 Ad Cost: \$7,054.06  
 Paid: \$0.00  
 Balance Due: \$7,054.06

| Proposal Number | Proposal Name   | Proposal Deadline     | Contract Effective Date | Contract Expiration Date |
|-----------------|---|-----------------------|-------------------------|--------------------------|
| 633-20          | Retail Products and Supplies  | 8/6/2020<br>4:00 PM   | 12/1/2020               | 11/30/2023               |
| 634-21          | Photovoltaic Power- Systems and Components  | 9/10/2020<br>4:00 PM  | 3/1/2021                | 2/29/2024                |
| 635-21          | Cured in Place Pipe (CIPP) for Pipeline Rehabilitation                              | 9/17/2020<br>4:00 PM  | 3/1/2021                | 2/29/2024                |
| 636-21          | Tires, Tubes, supplies and Equipment  | 9/24/2020<br>4:00 PM  | 3/1/2021                | 2/29/2024                |
| 637-21          | Modular Buildings, Classrooms, and Relocation Services                              | 10/8/2020<br>4:00 PM  | 3/1/2021                | 2/29/2024                |
| 638-21          | Trade Services  | 10/15/2020<br>4:00 PM | 3/1/2021                | 2/29/2024                |
| 639-2.1         | Custodial and lawn Care Services  | 10/22/2020<br>4:00 PM | 3/1/2021                | 2/29/2024                |
| 640-21          | Management Services and Supplies  | 11/5/2020<br>4:00 PM  | 6/1/2021                | 5/31/2024                |
| 641-21          | Indoor/Outdoor Sports Surfaces, Repair and Renovation, and Gym Floor Refinishing    | 11/19/2020<br>4:00 PM | 6/1/2021                | 5/31/2024                |
| 642-21          | Carpet/Flooring, stage floor Refinishing, Concrete Polishing, Grinding and Staining | 11/19/2020<br>4:00 PM | 6/1/2021                | 5/31/2024                |
| 643-21          | Holiday Lighting and Decoration   | 12/10/2020<br>4:00 PM | 6/1/2021                | 5/31/2024                |
| 644-21          | Audio, Visual Equipment and Supplies  | 12/17/2020<br>4:00 PM | 6/1/2021                | 5/31/2024                |
| 645-21          | Facility Maintenance and Operation Services   | 1/14/2021<br>4:00 PM  | 7/1/2021                | 6/30/2024                |
| 646-21          | Rental Services of Construction Equipment, Vehicles, and Other Equipment            | 1/21/2021<br>4:00 PM  | 7/1/2021                | 6/30/2024                |

Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:

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



AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personal! appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published i 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, VVHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was publishec to-wit:

TEXAS ASSOCIATION OF SCHOOL      0034028449      HOUC004513224  
RAN A LEGAL NOTICE  
SIZE BEING: 4 x8.00 I (32.00I}

| Product       | Date        | Class               | Page |
|---------------|-------------|---------------------|------|
| HOU Chronicle | Jun 11 2020 | Bids and Proposals  | B 4  |
| HOU Chronicle | Jun 11 2020 | Bids and Proposals  | B 4  |
| HOU Chronicle | Jun 11 2020 | Bids and Proposals  | B 4  |
| HOU Chronicle | Jun 11 2020 | Bids and Proposals  | B 4  |
| HOU Chronicle | Jun 18 2020 | Bids and Proposals  | B 4  |
| HOU Chronicle | Jun 18 2020 | Bids and Proposals  | B 4  |
| HOU Chronicle | Jun 18 2020 | Bids and Proposals  | B 4  |
| HOU Chronicle | Jun 18 2020 | Bids and Pr    sals | 8 4  |

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*Victoria Bond* *\* IR Clerk*  
NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 18th Day of June A.D. 2020

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



| ProPoSal Number | Praposal Name  | PrOPOScll Deadline    | Contract Effective Date | Contract Expiration Date |
|-----------------|--|-----------------------|-------------------------|--------------------------|
| 633-20          | Retail Products and SUPPLIES   | 8/6/2020<br>4:00PM    | 12/1/2020               | 11/30/2023               |
| 634-21          | Photovoltaic Power Systems and Components  | 9/10/2020<br>4:00PM   | 3/1/2021                | 2/19/2024                |
| 635-21          | Cured in Place Pipe (CIPP) for Pipeline Rehabilitation                                   | 9/17/2020<br>4:00PM   | 1/1/2021                | 2/29/2024                |
| 636-21          | Tires, Tubes, SUPPLIES and Equipment   | 9/24/2020<br>4:00PM   | 3/1/2021                | 2/29/2024                |
| 637-21          | Modular Buildings, Classrooms, and Relocation Services                                   | 10/8/2020<br>4:00PM   | 3/1/2021                | 2/29/2024                |
| 638-21          | Trade Services   | 10/15/2020<br>4:00 PM | 3/1/2021                | 2/29/2024                |
| 639-21          | Custodial and Lawn Care Services   | 10/22/2020<br>4:00PM  | 3/1/2021                | 2/29/2024                |
| 640-21          | Moving Services and Supplies   | 11/5/2020<br>4:00PM   | 6/1/2021                | 5/31/2024                |
| 641-21          | Indoor/Outdoor Sports Surfaces, Repair and Renovation, and Gym Floor Refinishing         | 11/19/2020<br>4:00PM  | 6/1/2021                | 5/31/2024                |
| 642-21          | Carpet/Tile Flooring, Stage Floor Refinishing, Concrete Polishing, Grinding and Staining | 11/19/2020<br>4:00PM  | 6/1/2021                | 5/31/2024                |
| 643-21          | Holiday Lighting and Decoration  | 12/10/2020<br>4:00PM  | 6/1/2021                | 5/31/2024                |
| 644-21          | Audio Visual Equipment and Supplies  | 12/17/2020<br>4:00PM  | 6/1/2021                | 5/31/2024                |
| 645-21          | Facility Maintenance and Operation Services  | 1/14/2021<br>4:00PM   | 7/1/2021                | 6/30/2024                |
| 646-21          | Rental Services of Construction Equipment, Vehicles, and Other Equipment                 | 1/21/2021<br>4:00PM   | 7/1/2021                | 6/30/2024                |

Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:

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

# HEARST

## MEDIA SOLUTIONS

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

### SAN ANTONIO EXPRESS NEWS AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:  
COUNTY OF BEXAR

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

| Customer ID | Customer                    | Order ID | Publication      | Pub Date |
|-------------|-----------------------------|----------|------------------|----------|
| 20000624    | TEXAS ASSN OF SCHOOL BOARDS | 34028117 | SAE Express-News | 06/11/20 |
|             |                             |          | SAE Express-News | 06/18/20 |



**Geena Garza**  
Bookkeeper

Sworn and subscribed to before me, this 22- day of vtl A.O. 2--020

Notary public in and for the State of Texas



| Propoeal Number | Propoaal Name  | Propoeal DNC11ne       | Contnot Elllotlw Dall | Contract Expiration Data |
|-----------------|--|------------------------|-----------------------|--------------------------|
| 633-20          | Retail Products and Supplea  | 81&'2020<br>4:00 PM    | 12/1/2020             | 11/30/2023               |
| 634-21          | Photovoltaic Power Syatema and Components  | 9110/2020<br>4:00 PM   | 3/1/2021              | 2/29/2024                |
| 836-21          | Cured In Place Pipe (CIPP) for Pipeline Rehabilitation                                   | 9/17/2020<br>4:00PM    | 3/1/2021              | 2/29/2024                |
| 636-21          | Tire■, Tube■, Suppliet1 and Equipment  | 9124/2020<br>4:00 PM   | 3/1/2021              | 2/29J2024                |
| 637-21          | Modular Buildings, Cla88rooms, and Relocation Services                                   | 10/8/2020<br>4:00PM    | 3/1/2021              | 2/29J2024                |
| 638-21          | Trade Services   | 10/16/2020<br>4:00PM   | 3/1/2021              | 2/29J2024                |
| 639-21          | Custodial and Lawn Care Services   | 10/22/2020<br>4:00PM   | 3/1/2021              | 2/29/2024                |
| 640-21          | Moving Services and Supplies   | 11/5/2020<br>4:00PM    | &'1/2021              | 6/31/2024                |
| 641-21          | Indoor/Outdoor Sports Surfaces, Repair and Renovation, and Gym Floor Reflnlthng          | 11/19J2020<br>4:00PM   | 6/1/2021              | 5,'31/2024               |
| 642-21          | carpet/Tlie Flooring, Stage Floor Refinishing, Concrete Polishing, Grinding and Staining | 11/19t'2020<br>4:00PM  | 6/1/2021              | 6/31/2024                |
| 643-21          | Holiday Lighting and Decoration  | -12/10t'2020<br>4:00PM | 6/1/2021              | 6/31/2024                |
| 644-21          | Audio Visual Equipment and Supplies  | 12/17/2020<br>4:00PM   | &'1/2021              | 6/31/2024                |
| 646-21          | Facility Maintenance and Operation Services  | 1/14/2021<br>4:00PM    | 7/1/2021              | 6/3M024                  |
| 646-21          | Rental Services of Construction Equipment. Vehlclet1, and Other Equipment                | 1/21/2021<br>4:00PM    | 7/1/2021              | 6/30/2024                |

Sealed proposals Will be received by the Local Government Purchasing **Cooperative**, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:

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

City of Santa Fe  
(NM)

# 403904



## NATIONAL PURCHASING COOPERATIVE INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into on the date indicated below by and between The National Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government ("Cooperative Member").

### I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, pursuant to Md. Code ANN., STATE FIN. & PROC. § 13-110 (West 2009), and R.I. GEN. LAWS § 16-2-9.2 (2009); and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

### II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated May 26, 2010, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.
3. **Termination.**
  - (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to any vendor have been fully paid.

*(Adopted by the Cooperative Board of Directors on May 26, 2010).*

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement, or

(2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to a distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under state or local law, local policy or rule, or within its business judgment.

5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.

6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.

7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by



mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application (BuyBoard) during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc., and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

### III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, fees, and

*(Adopted by the Cooperative Board of Directors on May 26, 2010).*

disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.

7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.
9. **Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island and, to the extent permitted by law, venue for all disputes arising under this Agreement shall lie in United States District Court Eastern District of Virginia.
10. **Legal Authority.** The Cooperative Member represents and warrants to the Cooperative the following:
  - a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
  - b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
  - c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
  - d) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.
11. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS AND SPONSORS, (INCLUDING, THE NATIONAL SCHOOL BOARDS ASSOCIATION, THE MARYLAND ASSOCIATION OF BOARDS OF EDUCATION, AND THE RHODE ISLAND ASSOCIATION OF SCHOOL COMMITTEES) AND SERVICING CONTRACTOR(S) (INCLUDING, THE NATIONAL SCHOOL BOARDS ASSOCIATION AND THE TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.  
  
THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

*(Adopted by the Cooperative Board of Directors on May 26, 2010).*

12. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
- (a) Neither party waives any immunity from liability afforded under law;
  - (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
  - (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's purchase activity, within 12 months of when the lawsuit or action was filed; and
  - (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees pursuant to the applicable law of the Commonwealth of Virginia.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's Endorsers, Sponsors and Servicing Contractors (defined in Paragraph 11, above) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's purchase activity, within 12 months of the filing of any lawsuit or action.

13. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
14. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
15. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the National Purchasing Cooperative, 1680 Duke Street, Alexandria, VA, 22314. Notices to Cooperative Member may be made by first class mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor).
16. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
17. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon a facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
18. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform


the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

**TO BE COMPLETED BY THE COOPERATIVE:**

The National Purchasing Cooperative,  
acting on behalf of all other Cooperative Members

By: \_\_\_\_\_

  
Deputy Executive Director  
*Joseph S. Villan*

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

*3/26/12*

*[Additional signature page follows.]*



**City of Santa Fe**

**Robert Rodarte, CPPO, CPPB**  
Purchasing Officer  
Finance Division

Office: 505-955-5712 Fax: 505-955-5714  
rodarte@santafenm.gov


2651 Spruce Road, Bldg. H, Santa Fe, New Mexico 87505

*(Adopted by the Cooperative Board of Directors on May 26, 2010).*

**TO BE COMPLETED BY COOPERATIVE MEMBER:**

*[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]*

THE CITY OF SANTA FE  
(Name of Local Government)

By:  Date: 3/26/12  
Signature of authorized representative of Cooperative Member

ROBERT RODARTE Purchasing Officer  
Printed name and title of authorized representative

Coordinator for the  
Cooperative Member is:

ROBERT RODARTE  
Name

2651 SERENGO Rd. Bid. H  
Mailing Address

SANTA FE, NM 87505  
City

NEW MEXICO 87505  
State Zip Code

1-505-955-5712  
Telephone

1-505-955-5714  
Fax

rodarte@ci.santa-fe.nm.us  
Email

Fed Tx ID. 85-010.00068.

*[Last page. Nothing follows.]*



**City of Santa Fe**  
Treasury Department  
200 Lincoln Ave.  
Santa Fe, New Mexico 87504-0909  
505-955-6551

## BUSINESS REGISTRATION

**Business Name:** INSITUFORM TECHNOLOGIES LLC  
DBA: INSITUFORM TECHNOLOGIES  
LLC

**Business Location:** 17988 EDISON AVE  
CHESTERFIELD, MO 63005

**Owner:** INSITUFORM TECHNOLOGIES LLC

**License Number:** 234301

**Issued Date:** January 30, 2023

**Expiration Date:** January 30, 2024

**CRS Number:** 02383989009

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Contractor -  
General

**Fees Paid:** \$10.00

INSITUFORM TECHNOLOGIES LLC  
17988 EDISON AVE  
CHESTERFIELD, MO 63005

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.  
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY  
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO  
COMMENCEMENT OF ANY CONSTRUCTION OR THE  
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**









# GB PUD Instuform Tech re-1

Final Audit Report

2023-03-03

|                 |  |
|-----------------|--|
| Created:        | 2023-03-03                                   |
| By:             | Jimmy Tapia (jptapia@ci.santa-fe.nm.us)      |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAUhXnh1bvgWlgQ9Bc6M5T9vsFkgbThyWj |

## "GB PUD Instuform Tech re-1" History

-  Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)  
2023-03-03 - 9:19:09 PM GMT- IP address: 63.232.20.2
-  Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature  
2023-03-03 - 9:29:54 PM GMT
-  Restricted visibility Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)  
2023-03-03 - 10:04:03 PM GMT- IP address: 104.47.65.254
-  Restricted visibility Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)  
Signature Date: 2023-03-03 - 10:05:02 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to JoAnn Lovato (jdlovato@santafenm.gov) for signature  
2023-03-03 - 10:05:06 PM GMT
-  Restricted visibility Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)  
2023-03-03 - 10:36:15 PM GMT- IP address: 104.47.65.254
-  Restricted visibility Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)  
Signature Date: 2023-03-03 - 10:45:06 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2023-03-03 - 10:45:06 PM GMT





THE CITY OF  
SANTA FE

---

MEMORANDUM

**DATE:** January 13, 2022

**TO:** Governing Body  
Finance Committee  
Public Works/Public Utilities Committee

**VIA:** JESSE ROACH, INTRIM DIRECTOR, PUBLIC UTILITIES DEPARTMENT   
DIRECTOR MIKE DOZIER, WWM DIVISION DIRECTOR 

**FROM:** P. Fred Heerbrandt, P.E., Engineer Supervisor, WWMD P. Fred Heerbrandt, P.E.  
P. Fred Heerbrandt, P.E. (Jan 19, 2023 11:05 MST)

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**ITEM**

Insituform Technologies, LLC contract to trenchlessly rehabilitate approximately 15,300 feet of 12", 15", and 18" diameter gravity sewers, in the total amount of **\$2,853,619.48**. The pricing includes New Mexico Gross Receipts tax. Todd Venable, [evenable@aegion.com](mailto:evenable@aegion.com), is the contact for Insituform/Aegion.

**BACKGROUND**

The Wastewater Management (WWM) Division is requesting approval for the use of a BuyBoard contract (635-21) with Insituform Technologies, LLC to trenchlessly rehabilitate the remaining section of the Trades West Interceptor Sewer. This interceptor sewer was installed in the 1940s and is composed of concrete and clay gravity sewer pipe. Concrete pipe is highly susceptible to degradation due to hydrogen sulfide gas released from the sewage, so it is a our priority to rehab the older concrete lines within the City's collection system.

**RECOMMENDED ACTION**

PUD, WWM, PRWRF respectfully requests approval of the use of a BuyBoard Cooperative Contract (635-21) with Insituform Technologies, LLC in the amount of **\$2,853,619.48**, for fiscal year 2023 and a BAR for **\$2,853,619.48**.

**CONTRACT NUMBER:**

TBD

**PROCUREMENT METHOD:**

Existing BuyBoard Cooperative Contract #635-21

**FUNDING SOURCE:**

WWMD Enterprise Fund /Fund 500/Cash Balance PL# WWMD2050001

**BAR FUNDS TO:**

Org/Obj: 5000362/Rep and Maint System Equip/520150

**ACTION REQUESTED:**

Public Works respectfully requests you review and approval




|                                      |  |
|--------------------------------------|--|
| Log # {Finance use <u>only</u> }     |  |
| Journal # {Finance use <u>only</u> } |  |

## City of Santa Fe, New Mexico BUDGET AMENDMENT RESOLUTION (BAR)

| DEPARTMENT / DIVISION NAME                                 |         |        |            |                              | DATE                         |  |
|--|---------|--------|------------|------------------------------|------------------------------|--|
| Public Utilities Department/Wastewater Management Division |         |        |            |                              | 1/15/2023                    |  |
| ITEM DESCRIPTION   | ORG     | OBJECT | PROJECT    | INCREASE                     | DECREASE                     |  |
| <u>EXPENDITURES</u>  |         |        |            | {enter as <u>positive</u> #} | {enter as <u>negative</u> #} |  |
|  |         |        |            |                              |                              |  |
| WWMD Collections / Repair & Maintenance System Equip       | 5000362 | 520150 | WWM2050001 | 2,853,619                    |                              |  |
|  |         |        |            |                              |                              |  |
|  |         |        |            |                              |                              |  |
|  |         |        |            |                              |                              |  |
|  |         |        |            |                              |                              |  |
|  |         |        |            |                              |                              |  |
|  |         |        |            |                              |                              |  |
|  |         |        |            |                              |                              |  |
|  |         |        |            |                              |                              |  |
|  |         |        |            |                              |                              |  |
|  |         |        |            |                              |                              |  |
| <u>REVENUES</u>  |         |        |            | {enter as <u>negative</u> #} | {enter as <u>positive</u> #} |  |
|  |         |        |            |                              |                              |  |
|  |         |        |            |                              |                              |  |
|  |         |        |            |                              |                              |  |
|  |         |        |            |                              |                              |  |
|  |         |        |            |                              |                              |  |
|  |         |        |            |                              |                              |  |
|  |         |        |            |                              |                              |  |
|  |         |        |            |                              |                              |  |
|  |         |        |            |                              |                              |  |
|  |         |        |            | \$ 2,853,619                 | \$ -                         |  |

**JUSTIFICATION:** (use additional page if needed)  
 --Attach supporting documentation/memo  
 Increase from Cash Balance to fund Cooperative Procurement Contract  
 BuyBoard (635-21) with Insitu

|   |                     |
|---|---------------------|
| {Complete section below if BAR results in a net change to ANY Fund} |                     |
|   | Fund Balance        |
| Fund(s) Affected  | Increase/(Decrease) |
| 500   | (2,853,619)         |
|   |                     |
|   |                     |
| <b>TOTAL:</b>   | <b>(2,853,619)</b>  |

|  |           |                              |
|--|-----------|------------------------------|
| {Use this form for Finance Committee/<br>City Council agenda items ONLY}           |           | <i>Andy Hopkins</i>          |
| Prepared By {print name}   | Date      | Budget Officer               |
| Maya Martinez  | 1/15/2023 |                              |
| Division Director Signature {optional}   | Date      | Finance Director {≤ \$5,000} |
|  |           |                              |
| Department Director Signature  | Date      | City Manager {≤ \$60,000}    |
|  |           |                              |

**CITY COUNCIL APPROVAL**

City Council Approval Date:

Agenda Item #:

February 1, 2023

**Sent via email to: [ggurrieri@aegion.com](mailto:ggurrieri@aegion.com)**

Gina Gurrieri  
Insituform Technologies, LLC  
17988 Edison Avenue  
Chesterfiels, MO 63005

Re: Cured in Place Pipe (CIPP) for Pipeline Rehabilitation  
BuyBoard Contract 635-21

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Cured in Place Pipe (CIPP) for Pipeline Rehabilitation, Contract 635-21, for which the current term is set to expire March 31, 2023. At this time, the BuyBoard is renewing your contract through March 31, 2024. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at [contractadmin@buyboard.com](mailto:contractadmin@buyboard.com) prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at [contractadmin@buyboard.com](mailto:contractadmin@buyboard.com). We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

*Jim Tulberg*

Jim Tulberg  
Contract Administrator

final renewal v.02.13.2020



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Insituform Technologies, LLC

Procurement Title: CIPP repair of sewer pipe - Trades West Interceptor Sewer

Procurement Method: State Price Agreement  Cooperative   Sole Source  Other

Exempt  Request For Proposal (RFP)  Invitation To Bid (ITB)  Contract under 60K  Contract over 60K

Department Requesting Wastewater Management Staff Name P. Fred Heerbrandt, P.E.

### Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES N/A

- Approved Procurement Checklist (by Purchasing)
- Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
- State Price Agreement
- RFP
- Evaluation Committee Report
- ITB
- Bib Tab
- Quotes (3 valid current quotes)
- Cooperative Agreement
- Sole Source Request and Determination Form
- Contractors Exempt Letter
- Purchasing Officers approval for exempt procurement
- BAR
- FIR
- Executed Contract, Agreement or Amendment
- Current Business Registration and CRS numbers on contract or agreement
- Summary of Contracts and Agreements form
- Certificate of Insurance
- All documentation presented to Committees
- Other:

P. Fred Heerbrandt, P.E. Engineer Supervisor January 13, 2022

| Department Rep Printed Name (attesting that all information included) | Title                | Date        |
|---|----------------------|-------------|
|   | Contracts Supervisor | Mar 3, 2023 |

| Purchasing Officer (attesting that all information is reviewed) | Title | Date |
|---|-------|------|
|   |       |      |

| ITT Representative (attesting that all information is reviewed) | Title | Date |
|---|-------|------|
|   |       |      |

Include all other substantive documents and records of communication that pertain to the procurement and contract.



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # 32303940

Contractor: Insituform Technologies, LLC

Description: CIPP repair of sewer pipe - Trades West Interceptor Sewer - Buyboard Cooperative Contract # 635-21, in the amount of \$2,853,619.48

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: upon approval Term End Date: 9/30/23

Approved by Council Date: \_\_\_\_\_

### Contract / Lease:

Amendment # \_\_\_\_\_ to the Original Contract / Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

### Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

The Wastewater Management (WWM) Division is requesting approval for the use of a BuyBoard Cooperative contract (635-21) with Insituform Technologies, LLC to trenchlessly rehabilitate the remaining section of the Trades West Interceptor Sewer. This interceptor sewer was installed in the 1940s and is composed of concrete and clay gravity sewer pipe. Concrete pipe is highly susceptible to degradation due to hydrogen sulfide gas released from the sewage, so it is a our priority to rehab the older concrete lines within the City's collection system. The requested

3. **Procurement History:** \_\_\_\_\_

*Andy Hopkins* \_\_\_\_\_ Mar 3, 2023  
Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: Buyboard contract valid until 2024

4. **Funding Source:** WWMD Enterprise Fund/Fund 500/Cash Balance PL# WWM2050001 **Org / Object:** 5000362/520150

Andy Hopkins \_\_\_\_\_ Mar 3, 2023  
Budget Officer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: P. Fred Heerbrandt, P.E. Phone # 505-955-4623

Email: pfheerbrandt@santafenm.gov

### To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_

ITT Representative (attesting that all information is reviewed) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

February 3, 2021

Sent Via Email: ggurrieri@aegion.com

Gina Gurrieri  
Insituform Technologies, LLC  
17988 Edison Ave.  
Chesterfield, MO 63005

Welcome to BuyBoard!

**Re:** *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 635-21, Cured in Place Pipe (CIPP) for Pipeline Rehabilitation

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 March 1, 2021 through February 28, 2022 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. 635-21 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.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to [info@buyboard.com](mailto:info@buyboard.com)

A list of National Cooperative members is available on the [buyboard.com](http://buyboard.com) website

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,



Arturo Salinas, Asst. Division Director, Cooperative Purchasing  
Texas Association of School Boards, Inc., Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021











# 23-0155 Insituform Technologies, LLC PUD WWM GB

Final Audit Report

2023-04-25

|                 |   |
|-----------------|---|
| Created:        | 2023-04-17                                  |
| By:             | Xavier Vigil (xivigil@ci.santa-fe.nm.us)    |
| Status:         | Signed                                      |
| Transaction ID: | CBJCHBCAABAA8Y-qGwfKYxGyADokQFgRdwtJT3SUIgx |

## "23-0155 Insituform Technologies, LLC PUD WWM GB" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)  
2023-04-17 - 4:35:01 PM GMT- IP address: 63.232.20.2
-  Document emailed to ekoster@santafenm.gov for signature  
2023-04-17 - 4:36:43 PM GMT
-  Email viewed by ekoster@santafenm.gov  
2023-04-19 - 8:06:36 PM GMT- IP address: 104.47.64.254
-  Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster  
2023-04-19 - 8:21:39 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Emily K. Oster (ekoster@santafenm.gov)  
Signature Date: 2023-04-19 - 8:21:41 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature  
2023-04-19 - 8:21:44 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)  
2023-04-19 - 8:30:35 PM GMT- IP address: 174.242.72.140
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)  
Signature Date: 2023-04-19 - 8:30:47 PM GMT - Time Source: server- IP address: 174.242.72.140
-  Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature  
2023-04-19 - 8:30:50 PM GMT
-  Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov)  
2023-04-25 - 7:49:16 AM GMT- IP address: 104.47.65.254



Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

Signature Date: 2023-04-25 - 7:49:27 AM GMT - Time Source: server- IP address: 73.98.12.205



Agreement completed.

2023-04-25 - 7:49:27 AM GMT

