

AGREEMENT FOR PIPELINE REHABILITATION NO. 12199

BETWEEN

CITY OF POMPANO BEACH, FLORIDA

AND

INSITUFORM TECHNOLOGIES, LLC

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, ("Effective Date") by and between:

CITY OF POMPANO BEACH, a municipal corporation organized and existing under the laws of the State of Florida, having its principal office at 100 W. Atlantic Blvd., Pompano Beach, Florida 33060, referred to here as "City."

and

INSITUFORM TECHNOLOGIES, LLC, a Delaware limited liability company whose mailing address is 580 Goddard Avenue, Chesterfield, MO 63005, ("Contractor").

City and Contractor may also be referred to individually as a "Party" and collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, the City wishes to enter into this Agreement for Cured in Place Pipe (CIPP) Pipeline Rehabilitation Services (hereinafter "Agreement") with Contractor within the limits of the City of Pompano Beach on an as-needed basis, when requested by the City through a written Notice to Proceed; and

WHEREAS, Section 32.41(C) of the City Code provides authority for the City Manager to piggyback City purchase of goods and services with state or local public contracts within certain codified guidelines, which guidelines have been met; and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between the Texas Association of School Boards, Inc. ("TASB") and

Contractor in accordance with TASB's Agreement, a copy of which is attached hereto as Exhibit A, and adopted in its entirety by City and Contractor (hereinafter "Contract"), together with and including contract renewals, amendments and change orders to the extent applicable; and

WHEREAS, the City Manager has determined that piggybacking with the TASB Agreement is necessary for pipeline rehabilitation, and is the most economically advantageous way to procure these necessary materials, products, and/or services in a timely and efficient manner.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **RECITATIONS.** The foregoing "WHEREAS" clauses are adopted and incorporated in this Agreement.

2. **TERM.** The term of this Agreement shall commence on the Effective Date and end on February 28, 2024, unless sooner terminated.

3. **AS-NEEDED SERVICES.** Contractor agrees to provide Cured in Place Pipe (CIPP) Pipeline Rehabilitation Services within the city limits of the City of Pompano Beach on an as-needed basis, as requested by City through a written Notice to Proceed. The Contract is incorporated into this Agreement for all purposes. In the event of conflict between the Contract and this Agreement, the order of priority shall be: (1) this Agreement; and then (2) the Contract.

The following provisions are included as supplementary to and amending the Contract:

A. City shall pay Contractor no more than the unit prices set forth in the Contract and in accordance with the provisions of the Contract in the total amount not to exceed One Million Eight Thousand Eight Hundred and Fifty Dollars and Fifty Cents (1,008,850.50). If the City requires services not covered by unit prices already made a part of the Contract, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services.

B. If permits are required as part of the pipeline rehabilitation services, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within five (5) days of receiving all documents from City necessary to file such permit applications. City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. City of Pompano Beach shall be deemed substituted for TASB, with regard to any and all provisions of the Contract, including, for example and without limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default, and ownership of documents, including the additional provisions in sections D, E, and F, below. All recitals, representations and warranties of Contractor made in the Contract are restated as if fully set forth herein, made for the benefit of City, and incorporated herein.

D. Within five (5) days of final execution of this Agreement, Contractor shall furnish City with a certificate of insurance in a form acceptable to City. Such certificate provided by Contractor must state the City will be given thirty (30) days written notice prior to cancellation or material change in coverage. A copy of the additional insured endorsement must be attached and contain language on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor) combined with ISO form CG 20 37 (Additional Insured – Owners Lessees or Contractors – Completed Operations). Contractor shall not commence work unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence, in the City’s sole discretion, has been provided to and approved by the City.

E. Contractor shall indemnify and hold harmless City, its elected officials, officers, employees and agents, from and against all claims, suits, actions, damages, causes, or action or judgments arising out of the terms of this Agreement for any personal injury, loss of life, or damage to property sustained as a result of the performance or non-performance of services, from and against any orders, judgments, or decrees, which may be entered against City, its elected officials, officers, employees and agents; and from and against all costs, attorney’s fees, expenses, and other liabilities incurred in the defense of any such claim, suit, or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or purchase order shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Florida Statute section 768.28. The parties agree that one percent (1%) of the total compensation paid to Contractor for work under this contract shall constitute specific consideration to contractor for the indemnification to be provided under the contract.

F. Both parties agree that City may terminate this Agreement for any reason with ten (10) days’ notice to Contractor.

4. PUBLIC RECORDS.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida’s Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City’s custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

5. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement without the consent of the other.

6. **NOTICE.** Notice shall be provided in writing by certified mail return receipt requested, electronic mail, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City:

Gregory P. Harrison

City Manager

City of Pompano Beach

100 W. Atlantic Blvd., 4th Floor

Pompano Beach, Florida 33060

Copy to: Mark E. Berman
City Attorney
100 W. Atlantic Blvd., Room 467
Pompano Beach, Florida 33060

For Contractor: Kenny Boeh
Commercial Manager
3014 North US Highway 301
Suite No.700
Tampa, FL 33619

7. GOVERNING LAW AND VENUE; WAIVER OF TRIAL BY JURY. The Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. The parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

8. NONEXCLUSIVITY. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

9. INDEPENDENT CONTRACTOR. Both City and Contractor agree that Contractor is an independent contractor and not a City employee. City shall not be liable for any wages, salaries, debts, liabilities or other obligations for Contractor's employees, agents or other representatives performing obligations of Contractor. Except as otherwise provided, neither party is the agent of the other nor is authorized to act on behalf of the other in any matter.

10. COMPLIANCE WITH ALL LAWS. In the conduct of its activities under this Agreement, Contractor shall comply with all applicable federal and state laws and regulations and all applicable county and city ordinances and regulations, including, but not limited to, compliance with the Americans with Disabilities Act. Ignorance on Contractor's part shall in no way relieve Contractor from this responsibility. Contractor, at its sole expense, shall purchase all necessary licenses and permits required by the State of Florida, Broward County and the City.

11. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

12. SEVERABILITY. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any Party under this Agreement will not be materially and adversely affected thereby, such provision will be fully

severable, this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and in lieu of such illegal, invalid or unenforceable provision, City and Contractor shall negotiate in good faith to restore insofar as practicable the benefits to each party that were affected by such ruling and to include as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

13. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

KERVIN ALFRED, CITY CLERK

(SEAL)

Approved as to Form:

MARK E. BERMAN, CITY ATTORNEY

“CONTRACTOR”

Insituform Technologies, LLC

Witnesses:

Janet Hass
Janet Hass, Contracting and Attesting Officer
(Print or Type Name)

Whittney L. Schulte
Whittney Schulte, Contracting and Attesting Officer
(Print or Type Name)

By: Diane Partridge
~~Burt Keating, President & COO~~
Diane Partridge, Contracting and Attesting Officer



STATE OF MISSOURI

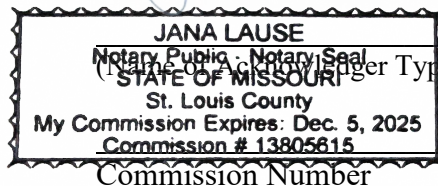
COUNTY OF ST. LOUIS

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 5th day of December, 2023, by ~~Burt Keating~~ as ~~President & COO~~ of Insituform Technologies, LLC, a Delaware limited liability company on behalf of the company. He is personally known to me or who has produced _____ personally known _____ (type of identification) as identification. **

Diane Partridge, Contracting and Attesting Officer

NOTARY’S SEAL:

Jana Lause
NOTARY PUBLIC, STATE OF MISSOURI



Commission Number



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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 10th business day before the Proposal Due Date. The Cooperative will respond only to written questions.

The Local Government Purchasing Cooperative
Attn: Director of Cooperative Procurement
 12007 Research Blvd.
 Austin, TX 78759
Phone: 512-467-0222
Fax: 800-211-5454
E-Mail: 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.**



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PROPOSAL INVITATION No. 635-21

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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

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

Before you submit

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

How to submit Proposal electronically

- Login using your registered vendor login at buyboard.com/vendor under the "Register/Login/Submit Proposal" link.
- The page will open to the list of "Available Bids."
- Click on the applicable Proposal Invitation number under the "My Invitations" or "Other Bid Opportunities" section to view this Proposal Invitation request.
- *Review and follow all instructions on the webpage.*
- **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 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.



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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 Item No. Category	Part/Item Number	Item Description	List Price
1	1234	Desk	\$50.00
2	1235	Chair	\$20.00

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

INSTRUCTIONS FOR VENDORS PROPOSING MULTIPLE MANUFACTURER PRODUCT LINES:

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.



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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 <http://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 TWDB requirements and forms may be found at www.twdb.texas.gov/financial/instructions.



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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

Insituform Technologies, LLC

Name of Proposing Company

9/17/2020

Date

17988 Edison Avenue

Street Address

Signature of Authorized Company Official

Chesterfield, MO 63005

City, State, Zip

Gina Gurrieri

Printed Name of Authorized Company Official

636-530-8000

Telephone Number of Authorized Company Official

Contracting & Attesting Officer

Position or Title of Authorized Company Official

636-530-8701

Fax Number of Authorized Company Official

13-3032158

Federal ID Number



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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.



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VENDOR CONTACT INFORMATION

Name of Company: Insituform Technologies, LLC
 Vendor Proposal/Contract Contact Name: Gina Gurrieri, Contracting & Attesting Officer
 Vendor Proposal/Contract Contact E-mail Address: ggurrieri@aegion.com
 Vendor Contact Mailing Address for Proposal/Contract Notices: Gina Gurrieri
17988 Edison Avenue, Chesterfield, MO 63005
 Company Website: www.aegion.com

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: ggurrieri@aegion.com
 Purchase Order Contact: Gina Gurrieri Phone: 636-530-8000
 Alternate Purchase Order E-mail Address: tpeterie@aegion.com
 Alternate Purchase Order Contact: Tim Peterie Phone: 214-317-0950
- ☒ 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: ggurrieri@aegion.com
 RFQ Contact: Gina Gurrieri Phone: 636-530-8000
 Alternate RFQ E-mail Address: tpeterie@aegion.com
 Alternate RFQ Contact: Tim Peterie Phone: 214-317-0950



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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: 18378 Tom Drive Department: Accounts Payable

City: Hammond State: LA Zip Code: 70403

Contact Name: Autumn Vining Phone: 9856628046

Invoice Fax: NA Invoice E-mail Address: avinling@aegion.com

Alternative Invoice E-mail Address: tpeterie@aegion.com

☐ 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 Codes: _____

Billing Agent Contact Names: _____ Phones: _____

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.**



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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):

<u>Insituform Technologies, LLC</u>	<u>17988 Edison Avenue</u>	
Company Name	Address	
<u>Chesterfield</u>	<u>MO</u>	<u>63005</u>
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? \$ NA or NA %

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.

Insituform Technologies, LLC

Company Name


Signature of Authorized Company Official

Gina Gurrieri, Contracting & Attesting Officer

Printed Name



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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.

Insituform Technologies, LLC

Company Name

Signature of Authorized Company Official

Gina Gurrieri, Contracting & Attesting Officer

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.

Insituform Technologies, LLC

Company Name

Signature of Authorized Company Official

Gina Gurrieri, Contracting & Attesting Officer

Printed Name



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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. §103(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:

NA

Name of Certifying Agency:

NA

- ☐ 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.

Insituform Technologies, LLC

Company Name

Gina Gurrier, Contracting & Attesting Officer

Printed Name

Signature of Authorized Company Official



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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

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

The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

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

Insituform Technologies, LLC

Company Name


Signature of Authorized Company Official

Gina Gurrieri, Contracting & Attesting Officer

Printed Name

9/17/2020

Date



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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.

Insituform Technologies, LLC

Company Name

580 Goddard Ave.

Address

Chesterfield

City

MO

State

63005

Zip

814-409-5089

Phone Number

Fax Number

Greg Patton, Business Development Manager

Contact Person

Insituform Technologies, LLC

Company Name

707 E. Ordinance Rd.

Address

Baltimore

City

MD

State

21226

Zip

410-542-5732

Phone Number

Fax Number

Bob Varkoff, Business Development Manager

Contact Person



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Insituform Technologies, LLC

Company Name

1860 Freeman Pkwy

Address

Mableton

GA

30126

City

State

Zip

904-465-3267

Phone Number

Fax Number

Dave Raymond, Business Development Manager

Contact Person

Insituform Technologies, LLC

Company Name

9654 Titan Ct

Address

Littleton

CO

80125

City

State

Zip

303-482-6178

Phone Number

Fax Number

Chantal Evans, Business Development Manager

Contact Person



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Insituform Technologies, LLC

Company Name

253 B Worcester Rd

Address

Charlton

MA

01507

City

State

Zip

413-205-9581

Phone Number

Fax Number

Michael Cronin, Business Development Manager

Contact Person

Insituform Technologies, LLC

Company Name

3898 Welden Dr

Address

Lebanon

OH

45036

City

State

Zip

513-767-1549

Phone Number

Fax Number

John Sebolt, Business Development Manager

Contact Person



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Insituform Technologies, LLC

Company Name

6972 Business Park Blvd

Address

Jacksonville

FL

32256

City

State

Zip

904-465-3267

Phone Number

Fax Number

Dave Raymond, Business Development Manager

Contact Person

Insituform Technologies, LLC

Company Name

9001 NW 97 Terrace, Suite F-1

Address

Miami

FL

33178

City

State

Zip

407-988-5582

Phone Number

Fax Number

John Tucker, Business Development Manager

Contact Person



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Insituform Technologies, LLC

Company Name

2130 Stout Field West Dr

Address

Indianapolis

IN

46241

City

State

Zip

317-408-7136

Phone Number

Fax Number

Jay Ferguson, Business Development Manager

Contact Person

Insituform Technologies, LLC

Company Name

920 Brush Creek Rd

Address

Warrendale

PA

15086

City

State

Zip

412-310-8826

Phone Number

Fax Number

Kenny Boeh, Business Development Manager

Contact Person



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Insituform Technologies, LLC

Company Name

11351 W. 183rd

Address

Overland Park

IL

60467

City

State

Zip

630-842-8539

Phone Number

Fax Number

Kevin Coburn, Business Development Manager

Contact Person

Insituform Technologies, LLC

Company Name

1177 Birch Lake Blvd. N.

Address

White Bear Lake

MN

55110

City

State

Zip

651-253-0236

Phone Number

Fax Number

Mitchell Hoeft, Business Development Manager

Contact Person



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Insituform Technologies, LLC

Company Name

17220 Bel Ray Place

Address

Belton

MO

64012

City

State

Zip

816-206-7703

Phone Number

Fax Number

Brian McCrary, Business Development Manager

Contact Person

Insituform Technologies, LLC

Company Name

1088 Victory Drive

Address

Howell

MI

48843

City

State

Zip

317-408-7136

Phone Number

Fax Number

Jay Ferguson, Business Development Manager

Contact Person



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Insituform Technologies, LLC

Company Name

2400 W. Medtronic Way, Suite 1

Address

Tempe

AZ

85281

City

State

Zip

480-322-2747

Phone Number

Fax Number

Dave Heiman, Business Development Manager

Contact Person

Insituform Technologies, LLC

Company Name

91-255 Kalaeloa Blvd

Address

Kapolei

HI

96707

City

State

Zip

808-284-7573

Phone Number

Fax Number

Glenn Hokama, Project Manager

Contact Person



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Insituform Technologies, LLC

Company Name

1400 E. Orangethorpe Ave

Address

Fullerton

CA

92831

City

State

Zip

562-413-1585

Phone Number

Fax Number

Terry Henry, Business Development Manager

Contact Person

Insituform Technologies, LLC

Company Name

8620 Antelope N. Rd

Address

Antelope

CA

95843

City

State

Zip

925-357-7809

Phone Number

Fax Number

Bill Bonney, Business Development Manager

Contact Person



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Insituform Technologies, LLC

Company Name

13502 Alameda School Rd

Address

Houston

TX

77047

City

State

Zip

281-467-2865

Phone Number

Fax Number

Jerry Brown, Business Development Manager

Contact Person

Insituform Technologies, LLC

Company Name

1410 Gould Blvd

Address

LaVergne

TN

37086

City

State

Zip

615-967-8462

Phone Number

Fax Number

Ryan Miller, Business Development Manager

Contact Person



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Insituform Technologies, LLC

Company Name

5033 Mosson Rd

Address

Fort Worth

TX

76119

City

State

Zip

214-317-0950

Phone Number

Fax Number

Tim Peterie, Business Development Manager

Contact Person

Insituform Technologies, LLC

Company Name

18493 Tom Dr

Address

Hammond

LA

70403

City

State

Zip

985-507-2023

Phone Number

Fax Number

Neal Shearer, Business Development Manager

Contact Person



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Insituform Technologies, LLC

Company Name

3061 Dublin Circle

Address

Bessemer

AL

35022

City

State

Zip

985-507-2023

Phone Number

Fax Number

Neal Shearer, Business Development Manager

Contact Person

Insituform Technologies, LLC

Company Name

168 Warehouse Dr

Address

Buda

TX

78610

City

State

Zip

512-677-8732

Phone Number

Fax Number

Tim Naylor, Business Development Manager

Contact Person



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Insituform Technologies, LLC

Company Name

1819 John Moore Rd

Address

Monroe

NC

28110

City

State

Zip

704-221-8443

Phone Number

Fax Number

Bob Van Horne, Business Development Manager

Contact Person

Insituform Technologies, LLC

Company Name

3016 US Highway 301 N, Suite 900

Address

Tampa

FL

33619

City

State

Zip

407-988-5582

Phone Number

Fax Number

John Tucker, Business Development Manager

Contact Person



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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.

NA

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

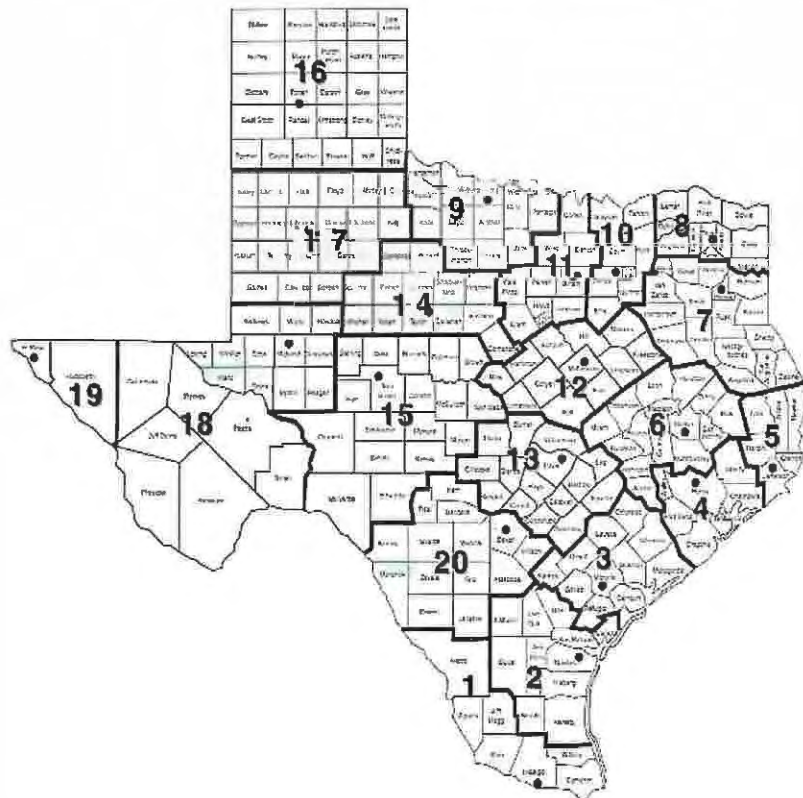


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TEXAS REGIONAL SERVICE DESIGNATION

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

Insituform Technologies, LLC

Company Name

Gina Gurrieri

Signature of Authorized Company Official

Gina Gurrieri, Contracting & Attesting Officer

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:

N/A



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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.

Insituform Technologies, LLC

Company Name


Signature of Authorized Company Official

Gina Gurrieri, Contracting & Attesting Officer
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:

N/A



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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.

Insituform Technologies, LLC
Name of Vendor


Signature of Authorized Company Official

635-21
Proposal Invitation Number

Gina Gurrieri, Contracting & Attesting Officer
Printed Name of Authorized Company Official

9/17/2020
Date



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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.

Institutum Technologies, LLC

Company Name

Gina Gurnier
Signature of Authorized Company Official

Gina Gurnier, Contracting & Alliances Officer
Printed Name



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GOVERNMENTAL REFERENCES

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

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1. City of Garland, TX	Brent Erickson	972-205-2422	berickson@ci.garlands.tx.us		
2. City of Richardson, TX	Donnie Davis	972-804-2041	donnie.davis@cor.gov		
3. Galveston Co. WCID No. 1	Keith Morgan	281-594-4602	kmorgan@wcid1.com		
4. City of Midlothian, TX	Adam Mergener	872-775-3481	adam.mergener@midlothian.tx.us		
5. City of Austin, TX	Gopal Guthikonda	512-703-6650	gopal.guthikonda@ci.austin.tx.us		

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:

The scope of work, the volume of work, and type of construction are all considered in giving the best discount applied.

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

Instrum Technologies,
LLC

Company Name

Signature of Authorized Company Official

Gina Grier, Contracting & Attesting Officer

Printed Name



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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.

We will market this contract in the same fashion as our current BuyBoard contract is being marketed now by our marketing and sales force within all states currently included in our sales efforts. We have developed BuyBoard flyers, included our vendor membership within our marketing efforts and sales training, and included sales totals within our report process.

Insituform Technologies, LLC

Company Name



Signature of Authorized Company Official

Gina Gurrieri, Contracting & Attesting Officer

Printed Name



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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:

All past project listings that include the member names, dollar values, scope of work contact information, and dates of work.

(Attach additional sheets if needed.)



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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: Insituform Technologies, LLC

(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): Delaware

Federal Employer Identification Number: 13-3032158

(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.)*

Insituform Technologies, LLC

Insituform Technologies,USA, LLC



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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 now "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 BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

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

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E18, 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 terms 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 sales (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.



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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 60-2.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-2.4(a), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12315, 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 60-2.4(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 60-2.3 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 wdo.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 5, "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 subcontractor 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 3703 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.



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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 201.323(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.



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

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.

Insituform Technologies, LLC

Company Name

Gina Gurrieri

Signature of Authorized Company Official

Gina Gurrieri, Contracting & Attesting Officer

Printed Name



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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.

40 years, Date of Incorporation: March 27, 198. Converted to LLC January 2012

9 years: Institution of Health Services, Inc. (08/27/1988 - 10/30/2002); Institution Technologies, Inc. (08/27/1988 - 01/31/2011); Institution Technologies, LLC (12/31/2011 present)

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.

Please see statement of Qualification Attachment

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 Member's for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Please see statement of Qualification Attachment



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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?

Please see statement of Qualification Attachment

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

Please see statement of Qualification Attachment

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.

Please see attached JW Bonding Letter

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.

None.



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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.

N/A

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.

Please see attached Litigation Disclosure Statement.

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.

Please see statement of Qualification Attachment

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.

Bonding Company: Travelers Casualty and Insurance Company of America

Agent: JW Terrill



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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.

Please see attached OSHA citation letter and Insurance EMR letter.

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.

Insituform Technologies, LLC

Company Name

A handwritten signature in blue ink, appearing to read "Gina Gaud", written over a horizontal line.

Signature of Authorized Company Official



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PROPOSAL SPECIFICATION SUMMARY

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

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.**



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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** RSMeans 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** RSMeans Cost Data from the Total INCL O&P column (most current edition).



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REQUIRED FORMS CHECKLIST

(Please check (v) 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**



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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.



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"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).



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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 (10th) 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



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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.



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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 Code¹, 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.

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



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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;



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- 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.



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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
TOTAL:		100

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 (5th) 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 (5th) business day after the award is posted on the BuyBoard vendor website.

D. Contract Award

1. Notice of Award and Related Matters

A Proposal is an offer by Proposer to contract with the Cooperative and Cooperative members in accordance with this Proposal Invitation, including without limitation the item specifications, and these Terms and Conditions. A Proposal does not become a Contract unless and until the Proposal is accepted by the Cooperative through the issuance of a written Notice of Award to the successful Proposer, whereupon the Contract becomes binding and enforceable. The Contract is then utilized by a Cooperative member by the member issuing a signed Purchase Order 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



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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.



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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;



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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



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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 90th day after the original invoice date** (Dispute Period) by returning a copy of the invoice or statement of outstanding balances to the Cooperative with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) 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.



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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



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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;



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- 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



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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.



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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



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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.



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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.

Insituform Technologies, LLC

Company Name

Gina Gurrieri
Signature of Authorized Company Official

Gina Gurrieri, Contracting & Attesting Officer
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:

N/A



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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.

Insituform Technologies, LLC

Name of Vendor

A handwritten signature in blue ink, appearing to read "Gina Gurrieri", written over a horizontal line.

Signature of Authorized Company Official

635-21

Proposal Invitation Number

Gina Gurrieri, Contracting & Attesting Officer

Printed Name of Authorized Company Official

9/17/2020

Date

Cured In Place Pipe (CIPP) for Pipeline Rehabilitation - Proposal #555-18

635-21 Cured In Place Pipe (CIPP) for Pipeline Rehabilitation - Price Listing**Insituform Technologies, LLC**

Section A - CIPP Mainline Rehabilitation Gravity Applications		Quantity	Unit	Unit Price	Extension
1	6" x 4.5mm	1	LF	\$ 40.00	\$40.00
2	8" x 6.0mm	1	LF	\$ 35.00	\$35.00
3	10" x 6.0mm	1	LF	\$ 40.00	\$40.00
4	12" x 6.0mm	1	LF	\$ 50.00	\$50.00
5	15" x 7.5mm	1	LF	\$ 60.00	\$60.00
6	18" x 9.0mm	1	LF	\$ 70.00	\$70.00
7	21" x 9.0mm	1	LF	\$ 95.00	\$95.00
8	24" x 10.5mm	1	LF	\$ 115.00	\$115.00
9	27" x 10.5mm	1	LF	\$ 135.00	\$135.00
10	30" x 12.0mm	1	LF	\$ 155.00	\$155.00
11	33" x 12.0mm	1	LF	\$ 170.00	\$170.00
12	36" x 12.0mm	1	LF	\$ 195.00	\$195.00
13	42" x 13.5mm	1	LF	\$ 240.00	\$240.00
14	48" x 15.0mm	1	LF	\$ 350.00	\$350.00
15	54" x 18.0mm	1	LF	\$ 425.00	\$425.00
16	6" & 8" Additional 1.5mm	1	LF	\$ 1.00	\$1.00
17	10" & 12" Additional 1.5mm	1	LF	\$ 5.00	\$5.00
18	15" & 18" Additional 1.5mm	1	LF	\$ 15.00	\$15.00
19	21" & 24" Additional 1.5mm	1	LF	\$ 18.00	\$18.00
20	27" Additional 1.5mm	1	LF	\$ 20.00	\$20.00
21	30" Additional 1.5mm	1	LF	\$ 23.00	\$23.00
22	33" Additional 1.5mm	1	LF	\$ 26.00	\$26.00
23	36" Additional 1.5mm	1	LF	\$ 29.00	\$29.00
24	42" Additional 1.5mm	1	LF	\$ 33.00	\$33.00
25	48" Additional 1.5mm	1	LF	\$ 39.00	\$39.00
26	54" Additional 1.5mm	1	LF	\$ 46.00	\$46.00
27	6" - 12" CIPP Setup Charge Per Install Length	1	LF	\$ 15.00	\$15.00
28	15" - 21" CIPP Setup Charge Per Install Length	1	LF	\$ 25.00	\$25.00
29	24" - 36" CIPP Setup Charge Per Install Length	1	LF	\$ 35.00	\$35.00
30	36" or Larger CIPP Setup Charge Per Install Length	1	LF	\$ 50.00	\$50.00
31	6" - 10" Backyard Easement Setup Per Install Length	1	LF	\$ 3.00	\$3.00
32	12" - 18" Backyard Easement Setup Per Install Length	1	LF	\$ 5.00	\$5.00
33	Timber/Matting/Rock/Access	1	SY	\$ 150.00	\$150.00
34	CIPP Short Length Add-On (<300 LF)	1	IN/DIA/FT	\$ 20.00	\$20.00
35	Non-Standard Resin System Add-On	1	IN/DIA/FT	\$ 20.00	\$20.00
36	Scaffold setup Non-Standard	1	EA	\$ 10,000.00	\$10,000.00
37	Steel plate (per plate)	1	Day	\$ 250.00	\$250.00
Note: Any CIPP over 54" will be on an individual quote basis.					
		SUM TOTAL SECTION A:			\$13,003.00
Section B - Pipebursting Rehabilitation		Quantity	Unit	Unit Price	Extension
38	Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep)	1	LF	\$ 65.00	\$65.00
39	Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	1	LF	\$ 70.00	\$70.00
40	Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep)	1	LF	\$ 70.00	\$70.00
41	Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep)	1	LF	\$ 75.00	\$75.00
42	Burst existing 10" or 12" to 12" IPS SDR 19 (0'- 8' deep)	1	LF	\$ 90.00	\$90.00
43	Burst existing 10" or 12" to 12" IPS SDR 19 (8'- 12' deep)	1	LF	\$ 95.00	\$95.00
44	Burst existing 12" or 15" to 16" IPS SDR 19 (0'- 8' deep)	1	LF	\$ 100.00	\$100.00
45	Burst existing 12" or 15" to 16" IPS SDR 19 (8'- 12' deep)	1	LF	\$ 110.00	\$110.00
46	Burst existing 15" or 18" to 18" IPS SDR 19 (0'- 8' deep)	1	LF	\$ 115.00	\$115.00
47	Burst existing 15" or 18" to 18" IPS SDR 19 (8'- 12' deep)	1	LF	\$ 125.00	\$125.00
48	Burst existing 18" or 21" to 22" IPS SDR 19 (0'- 8' deep)	1	LF	\$ 150.00	\$150.00
49	Burst existing 18" or 21" to 22" IPS SDR 19 (8'- 12' deep)	1	LF	\$ 165.00	\$165.00
50	8" - 12" Pipeburst Setup Charge Per Install Length	1	LF	\$ 15.00	\$15.00
51	16" - 22" Pipeburst Setup Charge Per Install Length	1	LF	\$ 25.00	\$25.00
52	Pipeburst Short Length Add-On (<300 LF)	1	IN/DIA/FT	\$ 20.00	\$20.00
53	Change Pipeburst Pipe to Potable Water Grade or Non-Standard Pipe Type Add-On	1	IN/DIA/FT	\$ 20.00	\$20.00
54	Pipeburst Lateral Setup Charge	1	EA	\$ 1,500.00	\$1,500.00
55	Pipeburst Lateral	1	LF	\$ 80.00	\$80.00
Note: Any pipebursting over 22", greater than 1 standard size increase, or deeper than 12' will be on an individual quote basis.					
		SUM TOTAL SECTION B:			\$2,890.00
Section C - Bypass for Gravity Pipelines and Associated Items		Quantity	Unit	Unit Price	Extension
56	Bypass System Equip/pipe delivery, tear down, pick up 4"	1	EA	\$ 15,000.00	\$15,000.00
57	Bypass System Equip/pipe delivery, tear down, pick up 6"	1	EA	\$ 20,000.00	\$20,000.00
58	Bypass System Equip/pipe delivery, tear down, pick up 8"	1	EA	\$ 25,000.00	\$25,000.00
59	Bypass System Equip/pipe delivery, tear down, pick up 12"	1	EA	\$ 50,000.00	\$50,000.00
60	Set Up 4" Pump (Per Pump)	1	EA	\$ 500.00	\$500.00
61	Set Up 6" Pump (Per Pump)	1	EA	\$ 1,250.00	\$1,250.00
62	Set Up 8" Pump (Per Pump)	1	EA	\$ 2,000.00	\$2,000.00
63	Set Up 12" Pump (Per Pump)	1	EA	\$ 3,000.00	\$3,000.00
64	Set Up 4" Piping	1	LF	\$ 10.00	\$10.00
65	Set Up 6" Piping	1	LF	\$ 20.00	\$20.00

Cured In Place Pipe (CIPP) for Pipeline Rehabilitation - Proposal #555-18

66	Set Up 8" Piping	1	LF	\$ 30.00	\$30.00
67	Set Up 12" Piping	1	LF	\$ 40.00	\$40.00
68	Set Up 18" Piping	1	LF	\$ 55.00	\$55.00
69	Set Up >18" up to 30" Piping	1	LF	\$ 100.00	\$100.00
70	Operate 4" pumping System (Fuel & Maint. Per pump)	1	DAY	\$ 250.00	\$250.00
71	Operate 6" pumping System (Fuel & Maint. Per pump)	1	DAY	\$ 650.00	\$650.00
72	Operate 8" pumping System (Fuel & Maint. Per pump)	1	DAY	\$ 1,000.00	\$1,000.00
73	Operate 12" pumping System (Fuel & Maint. Per pump)	1	DAY	\$ 1,200.00	\$1,200.00
74	Bypass Pump watch labor	1	DAY	\$ 2,250.00	\$2,250.00
75	Bypass Line watch labor	1	DAY	\$ 2,000.00	\$2,000.00
76	Plug rental 8" - 15"	1	DAY	\$ 350.00	\$350.00
77	Plug rental 18" - 30"	1	DAY	\$ 750.00	\$750.00
78	Plug rental >30"	1	DAY	\$ 1,000.00	\$1,000.00
79	Bypass - Driveway Ramp (Setup, Operate, Maintain)	1	DAY	\$ 500.00	\$500.00
80	Bypass - Street Ramp (Setup, Operate, Maintain)	1	DAY	\$ 500.00	\$500.00
81	Bypass - Street Trenching for 8" Pipe (Setup, Operate, Maintain)	1	LF	\$ 75.00	\$75.00
82	Bypass - Street Trenching for 12" Pipe (Setup, Operate, Maintain)	1	LF	\$ 100.00	\$100.00
83	Bypass - Street Trenching for 18" Pipe (Setup, Operate, Maintain)	1	LF	\$ 125.00	\$125.00
84	Bypass Plan (3rd Party Certified)	1	EA	\$ 2,800.00	\$2,800.00
				SUM TOTAL SECTION C:	\$130,555.00
Section D - Clean/TV & Evaluation for Gravity Pipelines		Quantity	Unit	Unit Price	Extension
85	6" Clean and TV	1	LF	\$ 6.00	\$6.00
86	8" Clean and TV	1	LF	\$ 6.00	\$6.00
87	10" Clean and TV	1	LF	\$ 7.00	\$7.00
88	12" Clean and TV	1	LF	\$ 8.00	\$8.00
89	15" Clean and TV	1	LF	\$ 10.00	\$10.00
90	18" Clean and TV	1	LF	\$ 12.00	\$12.00
91	21" Clean and TV	1	LF	\$ 13.00	\$13.00
92	24" Clean and TV	1	LF	\$ 15.00	\$15.00
93	27" Clean and TV sanitary sewer	1	LF	\$ 18.00	\$18.00
94	30" Clean and TV sanitary sewer	1	LF	\$ 20.00	\$20.00
95	33" Clean and TV sanitary sewer	1	LF	\$ 24.00	\$24.00
96	36" Clean and TV sanitary sewer	1	LF	\$ 30.00	\$30.00
97	42" Clean and TV sanitary sewer	1	LF	\$ 36.00	\$36.00
98	48" Clean and TV sanitary sewer	1	LF	\$ 45.00	\$45.00
99	54" Clean and TV sanitary sewer	1	LF	\$ 54.00	\$54.00
100	6" - 18" Post TV Inspection After Rehabilitation	1	LF	\$ 4.00	\$4.00
101	21" - 36" Post TV Inspection After Rehabilitation	1	LF	\$ 5.00	\$5.00
102	42" or Larger Post TV Inspection After Rehabilitation	1	LF	\$ 5.00	\$5.00
103	Re-setup for TV Due to Point Repairs	1	EA	\$ 150.00	\$150.00
104	Root/Grease removal 6" - 12"	1	LF	\$ 5.00	\$5.00
105	Root/Grease removal 13" - 18"	1	LF	\$ 10.00	\$10.00
106	Root/Grease removal 18" - 24"	1	LF	\$ 15.00	\$15.00
107	Other Remote Obstruction removal (max. 3 lf)	1	EA	\$ 1,500.00	\$1,500.00
108	Above Ground Physical Inspection	1	LF	\$ 2.00	\$2.00
109	Smoke Testing	1	LF	\$ 1.50	\$1.50
110	Manhole/Cleanout & Sewer Line Visual Inspection	1	EA	\$ 200.00	\$200.00
111	GPS Survey of Manholes & Cleanouts	1	EA	\$ 250.00	\$250.00
112	Dyed Water Flooding/Leak Quantification & Evaluation	1	EA	\$ 100.00	\$100.00
113	Investigative Float TV - All Sizes	1	LF	\$ 15.00	\$15.00
114	Pre-Construction Video/Drone/Photos	1	LF	\$ 3.00	\$3.00
115	Float TV	1	LF	\$ 8.00	\$8.00
116	Flow Monitoring Meter - Installation	1	EA	\$ 1,500.00	\$1,500.00
117	Flow Monitoring Meter - per meter	1	Day	\$ 150.00	\$150.00
118	Rain Gauge - Installation	1	EA	\$ 500.00	\$500.00
119	Rain Gauge - per gauge	1	Day	\$ 60.00	\$60.00
120	Flow Monitoring - Report	1	EA	\$ 5,000.00	\$5,000.00
				SUM TOTAL SECTION D:	\$9,787.50
Section E - Excavation		Quantity	Unit	Unit Price	Extension
121	8" - 12" Point repair (0'- 8' deep)	1	EA	\$ 5,000.00	\$5,000.00
122	8" - 12" Point repair (8'- 12' deep)	1	EA	\$ 5,500.00	\$5,500.00
123	15" - 18" Point repair (0'-8' deep)	1	EA	\$ 6,500.00	\$6,500.00
124	15" - 18" Point repair (8'-12' deep)	1	EA	\$ 7,500.00	\$7,500.00
125	21" - 24" Point repair (0'-8' deep)	1	EA	\$ 8,000.00	\$8,000.00
126	21" - 24" Point repair (8'-12' deep)	1	EA	\$ 9,000.00	\$9,000.00
127	8" - 12" Point repair extra length	1	LF	\$ 250.00	\$250.00
128	15" - 18" Point repair extra length	1	LF	\$ 350.00	\$350.00
129	21" - 24" Point repair extra length	1	LF	\$ 450.00	\$450.00
130	External reconnect (0'- 8' deep)	1	EA	\$ 1,500.00	\$1,500.00
131	External reconnect (8'- 12' deep)	1	EA	\$ 2,000.00	\$2,000.00
132	Extra length service over 5' long	1	LF	\$ 50.00	\$50.00
133	Access Pit (0'-8' deep)	1	EA	\$ 3,500.00	\$3,500.00
134	Access Pit (8'-12' deep)	1	EA	\$ 5,000.00	\$5,000.00
135	Access Pit (>12'-15' deep)	1	EA	\$ 25,000.00	\$25,000.00
136	Access Pit (>15'-20' deep)	1	EA	\$ 40,000.00	\$40,000.00
137	Extra Depth Access Pit (>20VF)	1	VF	\$ 5,000.00	\$5,000.00

Cured In Place Pipe (CIPP) for Pipeline Rehabilitation - Proposal #555-18

138	Potholing for Nearby Utility Location (0'-8' deep up to 4Hr duration)	1	EA	\$ 1,500.00	\$1,500.00
139	Potholing for Nearby Utility Location (8'-12' deep up to 4Hr duration)	1	EA	\$ 2,000.00	\$2,000.00
140	Potholing for Nearby Utility Location (>12' deep up to 4Hr duration)	1	EA	\$ 3,000.00	\$3,000.00
141	Trench safety	1	LF	\$ 20.00	\$20.00
142	Modified Trench safety (other than conventional shore boxes)	1	VF	\$ 500.00	\$500.00
143	Special shoring - Cofferdam	1	EA	\$ 25,000.00	\$25,000.00
144	Install New 4' DIA manhole 0' - 6' deep	1	EA	\$ 7,500.00	\$7,500.00
145	Extra depth 4' DIA manhole over 6' deep	1	VF	\$ 500.00	\$500.00
146	Install New 5' DIA manhole 0' - 6' deep	1	EA	\$ 10,000.00	\$10,000.00
147	Extra depth 5' DIA manhole over 6' deep	1	VF	\$ 800.00	\$800.00
148	Install New 6' DIA manhole 0' - 6' deep	1	EA	\$ 18,000.00	\$18,000.00
149	Extra depth 6' DIA manhole over 6' deep	1	VF	\$ 1,000.00	\$1,000.00
150	R/R MH cone	1	EA	\$ 7,500.00	\$7,500.00
151	Install WW Access Chamber	1	EA	\$ 5,000.00	\$5,000.00
152	Remove existing MH 0'-6' deep	1	EA	\$ 2,500.00	\$2,500.00
153	Extra depth Remove existing MH >6' deep	1	VF	\$ 500.00	\$500.00
154	Reconstruct external MH drop	1	EA	\$ 7,500.00	\$7,500.00
155	Cement stabilized sand	1	Ton	\$ 150.00	\$150.00
156	Granular backfill	1	Ton	\$ 75.00	\$75.00
157	Flowable Fill	1	CY	\$ 175.00	\$175.00
158	Select backfill as designated by Owner	1	Ton	\$ 75.00	\$75.00
159	Dewatering setup (well pointing)	1	EA	\$ 10,000.00	\$10,000.00
160	Well point	1	LF	\$ 750.00	\$750.00
161	Construction entrance	1	EA	\$ 7,500.00	\$7,500.00
162	Install/Remove crushed rock road w/ filter fabric 15' wide	1	LF	\$ 75.00	\$75.00
163	Extra hand excavation	1	CY	\$ 75.00	\$75.00
164	4" to 8" Open Cut Replacement (0'-6' deep)	1	LF	\$ 200.00	\$200.00
165	10" to 12" Open Cut Replacement (0'-6' deep)	1	LF	\$ 250.00	\$250.00
166	15" to 18" Open Cut Replacement (0'-6' deep)	1	LF	\$ 325.00	\$325.00
167	21" to 24" Open Cut Replacement (0'-6' deep)	1	LF	\$ 400.00	\$400.00
168	Open Cut Extra Depth Add-On	1	LF	\$ 200.00	\$200.00
Note: Any pipe excavation above 24" or digging item deeper than 12' is on an individual quote basis.					
				SUM TOTAL SECTION E:	\$237,670.00
Section F - Additional Associated Items					
		Quantity	Unit	Unit Price	Extension
169	Internal reconnects	1	EA	\$ 275.00	\$275.00
170	Man Entry Internal reconnects	1	EA	\$ 750.00	\$750.00
171	Remove and replace cleanout	1	EA	\$ 3,000.00	\$3,000.00
172	Repair/Rehab 2" Asphalt pavement	1	SY	\$ 150.00	\$150.00
173	Repair/Rehab 8" Flex base	1	SY	\$ 75.00	\$75.00
174	Repair/Rehab 8" Concrete pavement	1	SY	\$ 275.00	\$275.00
175	Repair/Rehab 6" Concrete driveway	1	SF	\$ 50.00	\$50.00
176	Repair/Rehab 4" Concrete sidewalk	1	SF	\$ 30.00	\$30.00
177	Repair/Rehab Concrete curb and gutter	1	LF	\$ 50.00	\$50.00
178	Sod	1	SY	\$ 20.00	\$20.00
179	Hydromulch	1	SY	\$ 10.00	\$10.00
180	Top soil	1	CY	\$ 75.00	\$75.00
181	Grading	1	SY	\$ 50.00	\$50.00
182	Repair/Rehab chain link fence with new	1	LF	\$ 50.00	\$50.00
183	Repair/Rehab wooden fence with new	1	LF	\$ 50.00	\$50.00
184	Traffic control	1	Day	\$ 1,000.00	\$1,000.00
185	Traffic control - TXDOT or other State governed agency	1	Day	\$ 2,500.00	\$2,500.00
186	Flagmen	1	HR	\$ 75.00	\$75.00
187	Traffic Guard - Shadow Vehicle	1	Day	\$ 1,500.00	\$1,500.00
188	Lighted Arrow Board (Per Arrow Board)	1	Day	\$ 250.00	\$250.00
189	Traffic Control Plan (3rd Party Certified)	1	EA	\$ 3,000.00	\$3,000.00
190	Crane w/ Operator	1	Day	\$ 5,000.00	\$5,000.00
				SUM TOTAL SECTION F:	\$18,235.00
Section G - HDPE Tight Fitting Liner (IPS diameters)					
		Quantity	Unit	Unit Price	Extension
191	2" x DR 32.5 Installation of pipe	1	LF	\$ 14.00	\$14.00
192	4" x DR 32.5 Installation of pipe	1	LF	\$ 18.00	\$18.00
193	6" x DR 32.5 Installation of pipe	1	LF	\$ 27.00	\$27.00
194	8" x DR 32.5 Installation of pipe	1	LF	\$ 36.00	\$36.00
195	10" x DR 32.5 Installation of pipe	1	LF	\$ 49.00	\$49.00
196	12" x DR 32.5 Installation of pipe	1	LF	\$ 63.00	\$63.00
197	15" x DR 32.5 Installation of pipe	1	LF	\$ 76.00	\$76.00
198	18" x DR 32.5 Installation of pipe	1	LF	\$ 81.00	\$81.00
199	21" x DR 32.5 Installation of pipe	1	LF	\$ 93.00	\$93.00
200	24" x DR 32.5 Installation of pipe	1	LF	\$ 103.00	\$103.00
201	27" x DR 32.5 Installation of pipe	1	LF	\$ 117.00	\$117.00
202	30" x DR 32.5 Installation of pipe	1	LF	\$ 134.00	\$134.00
203	33" x DR 32.5 Installation of pipe	1	LF	\$ 147.00	\$147.00
204	36" x DR 32.5 Installation of pipe	1	LF	\$ 156.00	\$156.00
205	42" x DR 32.5 Installation of pipe	1	LF	\$ 179.00	\$179.00
206	48" x DR 32.5 Installation of pipe	1	LF	\$ 206.00	\$206.00
207	2" to 4" DR standard drop increment (wall increase) PE80 grade	1	LF	\$ 1.00	\$1.00
208	2" to 4" DR standard drop increment (wall increase) PE100 grade	1	LF	\$ 1.00	\$1.00

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209	5" to 8" DR standard drop increment (wall increase) PE80 grade	1	LF	\$ 1.00	\$1.00
210	5" to 8" DR standard drop increment (wall increase) PE100 grade	1	LF	\$ 1.00	\$1.00
211	10" & 12" DR standard drop increment (wall increase) PE80 grade	1	LF	\$ 1.00	\$1.00
212	10" & 12" DR standard drop increment (wall increase) PE100 grade	1	LF	\$ 2.00	\$2.00
213	13" to 16" DR standard drop increment (wall increase) PE80 grade	1	LF	\$ 3.00	\$3.00
214	13" to 16" DR standard drop increment (wall increase) PE100 grade	1	LF	\$ 3.00	\$3.00
215	18" to 20" DR standard drop increment (wall increase) PE80 grade	1	LF	\$ 3.00	\$3.00
216	18" to 20" DR standard drop increment (wall increase) PE100 grade	1	LF	\$ 5.00	\$5.00
217	21" to 24" DR standard drop increment (wall increase) PE80 grade	1	LF	\$ 5.00	\$5.00
218	21" to 24" DR standard drop increment (wall increase) PE100 grade	1	LF	\$ 7.00	\$7.00
219	26" to 30" DR standard drop increment (wall increase) PE80 grade	1	LF	\$ 8.00	\$8.00
220	26" to 30" DR standard drop increment (wall increase) PE100 grade	1	LF	\$ 11.00	\$11.00
221	32" to 36" DR standard drop increment (wall increase) PE80 grade	1	LF	\$ 12.00	\$12.00
222	32" to 36" DR standard drop increment (wall increase) PE100 grade	1	LF	\$ 16.00	\$16.00
223	42" to 48" DR standard drop increment (wall increase) PE80 grade	1	LF	\$ 22.00	\$22.00
224	42" to 48" DR standard drop increment (wall increase) PE100 grade	1	LF	\$ 32.00	\$32.00
225	2" to 4" Polyethylene flange	1	EA	\$ 89.00	\$89.00
226	5" to 8" Polyethylene flange	1	EA	\$ 179.00	\$179.00
227	10" & 12" Polyethylene flange	1	EA	\$ 268.00	\$268.00
228	13" to 16" Polyethylene flange	1	EA	\$ 357.00	\$357.00
229	18" to 20" Polyethylene flange	1	EA	\$ 446.00	\$446.00
230	21" to 24" Polyethylene flange	1	EA	\$ 536.00	\$536.00
231	26" to 30" Polyethylene flange	1	EA	\$ 714.00	\$714.00
232	32" to 36" Polyethylene flange	1	EA	\$ 1,160.00	\$1,160.00
233	42" to 48" Polyethylene flange	1	EA	\$ 1,428.00	\$1,428.00
234	2" to 12" Tite Liner set-up charge Per Install Length	1	LF	\$ 14.00	\$14.00
235	13" to 24" Tite Liner set-up charge Per Install Length	1	LF	\$ 22.00	\$22.00
236	26" to 48" Tite Liner set-up charge Per Install Length	1	LF	\$ 45.00	\$45.00
				SUM TOTAL SECTION G:	\$6,891.00
Section H - Pipe Rehab by Carbon/Glass Fiber Reinforced Polymers		Quantity	Unit	Unit Price	Extension
237	30" Basic Repair	1	LF	\$ 4,440.00	\$4,440.00
238	30" Additional GFRP Layer	1	LF	\$ 162.50	\$162.50
239	30" Additional CFRP Layer	1	LF	\$ 187.50	\$187.50
240	36" Basic Repair	1	LF	\$ 4,636.00	\$4,636.00
241	36" Additional GFRP Layer	1	LF	\$ 191.50	\$191.50
242	36" Additional CFRP Layer	1	LF	\$ 273.00	\$273.00
243	42" Basic Repair	1	LF	\$ 4,972.00	\$4,972.00
244	42" Additional GFRP Layer	1	LF	\$ 220.00	\$220.00
245	42" Additional CFRP Layer	1	LF	\$ 358.50	\$358.50
246	48" Basic Repair	1	LF	\$ 5,143.00	\$5,143.00
247	48" Additional GFRP Layer	1	LF	\$ 245.50	\$245.50
248	48" Additional CFRP Layer	1	LF	\$ 390.50	\$390.50
249	54" Basic Repair	1	LF	\$ 5,418.00	\$5,418.00
250	54" Additional GFRP Layer	1	LF	\$ 515.00	\$515.00
251	54" Additional CFRP Layer	1	LF	\$ 659.50	\$659.50
252	60" Basic Repair	1	LF	\$ 5,823.00	\$5,823.00
253	60" Additional GFRP Layer	1	LF	\$ 534.50	\$534.50
254	60" Additional CFRP Layer	1	LF	\$ 727.50	\$727.50
255	66" Basic Repair	1	LF	\$ 5,988.00	\$5,988.00
256	66" Additional GFRP Layer	1	LF	\$ 553.50	\$553.50
257	66" Additional CFRP Layer	1	LF	\$ 796.00	\$796.00
258	72" Basic Repair	1	LF	\$ 6,162.00	\$6,162.00
259	72" Additional GFRP Layer	1	LF	\$ 579.50	\$579.50
260	72" Additional CFRP Layer	1	LF	\$ 827.00	\$827.00
261	84" Basic Repair	1	LF	\$ 6,795.50	\$6,795.50
262	84" Additional GFRP Layer	1	LF	\$ 636.50	\$636.50
263	84" Additional CFRP Layer	1	LF	\$ 899.00	\$899.00
264	96" Basic Repair	1	LF	\$ 7,209.00	\$7,209.00
265	96" Additional GFRP Layer	1	LF	\$ 707.00	\$707.00
266	96" Additional CFRP Layer	1	LF	\$ 965.00	\$965.00
Note: Any FRP pipe repair above 96" is on an individual quote basis					
				SUM TOTAL SECTION H:	\$67,015.50
Section I - CIPP Pressure Pipe Lining For Potable and Non-Potable Pressure Pipe		Quantity	Unit	Unit Price	Extension
Potable Pressure Pipelines					
267	6" Installation of Pressure Pipe Lining	1	LF	\$ 130.00	\$130.00
268	8" Installation of Pressure Pipe Lining	1	LF	\$ 145.00	\$145.00
269	10" Installation of Pressure Pipe Lining	1	LF	\$ 160.00	\$160.00
270	12" Installation of Pressure Pipe Lining	1	LF	\$ 190.00	\$190.00
271	15" Installation of Pressure Pipe Lining	1	LF	\$ 250.00	\$250.00
272	18" Installation of Pressure Pipe Lining	1	LF	\$ 285.00	\$285.00
273	21" Installation of Pressure Pipe Lining	1	LF	\$ 315.00	\$315.00
274	24" Installation of Pressure Pipe Lining	1	LF	\$ 375.00	\$375.00
275	27" Installation of Pressure Pipe Lining	1	LF	\$ 435.00	\$435.00
276	30" Installation of Pressure Pipe Lining	1	LF	\$ 465.00	\$465.00
277	36" Installation of Pressure Pipe Lining	1	LF	\$ 565.00	\$565.00
Non-Potable Pressure Pipelines					
278	6" Reinforced Pressure Pipe Lining	1	LF	\$ 115.00	\$115.00

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279	8" Reinforced Pressure Pipe Lining	1	LF	\$ 130.00	\$130.00
280	10" Reinforced Pressure Pipe Lining	1	LF	\$ 145.00	\$145.00
281	12" Reinforced Pressure Pipe Lining	1	LF	\$ 175.00	\$175.00
282	15" Reinforced Pressure Pipe Lining	1	LF	\$ 235.00	\$235.00
283	18" Reinforced Pressure Pipe Lining	1	LF	\$ 260.00	\$260.00
284	21" Reinforced Pressure Pipe Lining	1	LF	\$ 285.00	\$285.00
285	24" Reinforced Pressure Pipe Lining	1	LF	\$ 340.00	\$340.00
286	27" Reinforced Pressure Pipe Lining	1	LF	\$ 390.00	\$390.00
287	30" Reinforced Pressure Pipe Lining	1	LF	\$ 445.00	\$445.00
288	36" Reinforced Pressure Pipe Lining	1	LF	\$ 555.00	\$555.00
289	6" Installation of End Seal	1	EA	\$ 2,000.00	\$2,000.00
290	8" Installation of End Seal	1	EA	\$ 2,000.00	\$2,000.00
291	10" Installation of End Seal	1	EA	\$ 2,000.00	\$2,000.00
292	12" Installation of End Seal	1	EA	\$ 2,000.00	\$2,000.00
293	15" Installation of End Seal	1	EA	\$ 2,500.00	\$2,500.00
294	18" Installation of End Seal	1	EA	\$ 2,500.00	\$2,500.00
295	21" Installation of End Seal	1	EA	\$ 2,500.00	\$2,500.00
296	24" Installation of End Seal	1	EA	\$ 3,000.00	\$3,000.00
297	27" Installation of End Seal	1	EA	\$ 3,000.00	\$3,000.00
298	30" Installation of End Seal	1	EA	\$ 3,000.00	\$3,000.00
299	36" Installation of End Seal	1	EA	\$ 4,500.00	\$4,500.00
300	6" to 12" System set-up charge Per Install Length	1	LF	\$ 20.00	\$20.00
301	15" to 24" System set-up charge Per Install Length	1	LF	\$ 30.00	\$30.00
302	24" to 30" System set-up charge Per Install Length	1	LF	\$ 50.00	\$50.00
303	Internal Reconnect for CIPP Pressure Pipe	1	EA	\$ 1,000.00	\$1,000.00
304	6" to 12" Install Spool Piece for Pressure Pipe	1	EA	\$ 5,000.00	\$5,000.00
305	15" to 21" Install Spool Piece for Pressure Pipe	1	EA	\$ 7,500.00	\$7,500.00
306	24" to 30" Install Spool Piece for Pressure Pipe	1	EA	\$ 10,000.00	\$10,000.00
307	36" Install Spool Piece for Pressure Pipe (up to 20LF)	1	EA	\$ 30,000.00	\$30,000.00
Note: Any pressure pipe lining above 36" is on an individual quote basis.					
				SUM TOTAL SECTION I:	\$88,990.00
Section J - Pressure Pipeline Bypass					
		Quantity	Unit	Unit Price	Extension
308	Set up bypass of mainlines sizes 2"- 4" AWWA approved bypass	1	LF	\$ 37.00	\$37.00
309	Connection of each service from 2"- 4" AWWA approved bypass	1	EA	\$ 430.00	\$430.00
310	Operation of 2"- 4" AWWA approved bypass	1	Day	\$ 468.00	\$468.00
311	Set up bypass of mainlines sizes 6"- 8" AWWA approved bypass	1	LF	\$ 47.00	\$47.00
312	Connection of each service from 6"- 8" AWWA approved bypass	1	EA	\$ 468.00	\$468.00
313	Operation of 6"- 8" AWWA approved bypass	1	Day	\$ 702.00	\$702.00
314	Set up bypass of mainlines sizes 10"- 12" AWWA approved bypass	1	LF	\$ 56.00	\$56.00
315	Connection of each service from 10"- 12" AWWA approved bypass	1	EA	\$ 468.00	\$468.00
316	Operation of 10"- 12" AWWA approved bypass	1	Day	\$ 1,169.00	\$1,169.00
317	Set up bypass of mainlines sizes 13"- 19" AWWA approved bypass	1	LF	\$ 141.00	\$141.00
318	Connection of each service from 13"- 19" AWWA approved bypass	1	EA	\$ 468.00	\$468.00
319	Operation of 13"- 19" AWWA approved bypass	1	Day	\$ 1,403.00	\$1,403.00
320	Set up bypass of mainlines sizes 20"- 24" AWWA approved bypass	1	EA	\$ 187.00	\$187.00
321	Connection of each service from 20"- 24" AWWA approved bypass	1	EA	\$ 655.00	\$655.00
322	Operation of 20"- 24" AWWA approved bypass	1	Day	\$ 1,403.00	\$1,403.00
				SUM TOTAL SECTION J:	\$8,102.00
Section K - Line Cleaning and Inspection for Pressure Pipelines & Mechanical Cleaning					
		Quantity	Unit	Unit Price	Extension
323	6" Cleaning with pressure propelled pigs	1	LF	\$ 13.00	\$13.00
324	8" Cleaning with pressure propelled pigs	1	LF	\$ 13.00	\$13.00
325	10" Cleaning with pressure propelled pigs	1	LF	\$ 13.00	\$13.00
326	12" Cleaning with pressure propelled pigs	1	LF	\$ 13.00	\$13.00
327	15" Cleaning with pressure propelled pigs	1	LF	\$ 17.00	\$17.00
328	18" Cleaning with pressure propelled pigs	1	LF	\$ 17.00	\$17.00
329	21" Cleaning with pressure propelled pigs	1	LF	\$ 17.00	\$17.00
330	24" Cleaning with pressure propelled pigs	1	LF	\$ 21.00	\$21.00
331	30" Cleaning with pressure propelled pigs	1	LF	\$ 25.00	\$25.00
332	36" Cleaning with pressure propelled pigs	1	LF	\$ 30.00	\$30.00
333	6" Set up, Install and Remove Pig Launcher	1	EA	\$ 5,000.00	\$5,000.00
334	8" Set up, Install and Remove Pig Launcher	1	EA	\$ 5,000.00	\$5,000.00
335	10" Set up, Install and Remove Pig Launcher	1	EA	\$ 5,000.00	\$5,000.00
336	12" Set up, Install and Remove Pig Launcher	1	EA	\$ 5,000.00	\$5,000.00
337	15" Set up, Install and Remove Pig Launcher	1	EA	\$ 10,000.00	\$10,000.00
338	18" Set up, Install and Remove Pig Launcher	1	EA	\$ 10,000.00	\$10,000.00
339	21" Set up, Install and Remove Pig Launcher	1	EA	\$ 18,000.00	\$18,000.00
340	24" Set up, Install and Remove Pig Launcher	1	EA	\$ 18,000.00	\$18,000.00
341	30" Set up, Install and Remove Pig Launcher	1	EA	\$ 18,000.00	\$18,000.00
342	36" Set up, Install and Remove Pig Launcher	1	EA	\$ 25,000.00	\$25,000.00
343	6" Cleaning with scrapers or other attached tools	1	LF	\$ 21.00	\$21.00
344	8" Cleaning with scrapers or other attached tools	1	LF	\$ 21.00	\$21.00
345	10" Cleaning with scrapers or other attached tools	1	LF	\$ 21.00	\$21.00
346	12" Cleaning with scrapers or other attached tools	1	LF	\$ 21.00	\$21.00
347	15" Cleaning with scrapers or other attached tools	1	LF	\$ 26.00	\$26.00
348	18" Cleaning with scrapers or other attached tools	1	LF	\$ 26.00	\$26.00
349	21" Cleaning with scrapers or other attached tools	1	LF	\$ 26.00	\$26.00
350	24" Cleaning with scrapers or other attached tools	1	LF	\$ 34.00	\$34.00

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351	30" Cleaning with scrapers or other attached tools	1	LF	\$ 40.00	\$40.00
352	36" Cleaning with scrapers or other attached tools	1	LF	\$ 50.00	\$50.00
353	6" Pressure pipe inspection	1	LF	\$ 3.00	\$3.00
354	8" Pressure pipe inspection	1	LF	\$ 3.00	\$3.00
355	10" Pressure pipe inspection	1	LF	\$ 4.00	\$4.00
356	12" Pressure pipe inspection	1	LF	\$ 4.00	\$4.00
357	15" Pressure pipe inspection	1	LF	\$ 4.00	\$4.00
358	18" Pressure pipe inspection	1	LF	\$ 6.00	\$6.00
359	21" Pressure pipe inspection	1	LF	\$ 6.00	\$6.00
360	24" Pressure pipe inspection	1	LF	\$ 6.00	\$6.00
361	30" Pressure pipe inspection	1	LF	\$ 8.00	\$8.00
362	36" Pressure pipe inspection	1	LF	\$ 10.00	\$10.00
363	Tuberculation Removal (Pressure & Gravity Pipelines)	1	IN/DIA/LF	\$ 4.00	\$4.00
Note: Any line cleaning and inspection of pressure pipe over 36" is on an individual quote basis.					
				SUM TOTAL SECTION K:	\$119,523.00
Section L - Gravity Sewer Lateral Renewal Systems					
		Quantity	Unit	Unit Price	Extension
364	4"-6" Internal installation and cure of "T" shaped structure (from main <12"dia)	1	EA	\$ 3,400.00	\$3,400.00
365	4"-6" Internal installation and cure of top hat shaped structure (from main <12"dia)	1	EA	\$ 2,975.00	\$2,975.00
366	4"-6" Installation and cure of structural lateral liner from main <12" dia.	1	LF	\$ 425.00	\$425.00
367	4"-6" Installation and cure of structural lateral liner from surface clean out to main	1	LF	\$ 425.00	\$425.00
368	4"-6" Set-up for installations of <20 each total	1	EA	\$ 850.00	\$850.00
369	4"-6" Set-up for installations of 20-50 each total	1	EA	\$ 750.00	\$750.00
370	4"-6" Set-up for installations of 50-100 each total	1	EA	\$ 300.00	\$300.00
371	4"-6" Set-up for installations of 100-150 each total (>150 no set-up will apply)	1	EA	\$ 100.00	\$100.00
				SUM TOTAL SECTION L:	\$9,225.00
Section M - Manhole, Access Portals and Wet Well Renewal Systems					
		Quantity	Unit	Unit Price	Extension
372	All Sizes Installation and cure of manhole lining structure depth <10 vf	1	SQFT	\$ 75.00	\$75.00
373	All Sizes Installation and cure of manhole lining structure depth +10 vf <20 vf	1	SQFT	\$ 75.00	\$75.00
374	All Sizes Installation and cure of manhole lining structure depth +20 vf <40 vf	1	SQFT	\$ 75.00	\$75.00
375	All Sizes Set-up for install and cure of manhole lining structure <1000 sq ft	1	SQFT	\$ 10.00	\$10.00
376	All Sizes Installation of Manhole Chimney Seal	1	EA	\$ 600.00	\$600.00
377	New manhole frame and cover	1	EA	\$ 1,000.00	\$1,000.00
378	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)	1	EA	\$ 1,500.00	\$1,500.00
379	Adjust manhole frame and cover	1	EA	\$ 1,500.00	\$1,500.00
380	Manhole Rehabilitation - cementitious	1	SQFT	\$ 20.00	\$20.00
381	Manhole Rehabilitation - epoxy	1	SQFT	\$ 30.00	\$30.00
382	Manhole, Pipe or Other Structures - Spray Rehabilitation	1	SQFT	\$ 125.00	\$125.00
383	Manhole Rehabilitation - modified polymer	1	SQFT	\$ 30.00	\$30.00
384	Manhole Bench Rehabilitation - cementitious	1	SQFT	\$ 35.00	\$35.00
385	Manhole Bench Rehabilitation - epoxy/modified polymer	1	SQFT	\$ 40.00	\$40.00
386	Manhole Bench Rebuild	1	EA	\$ 750.00	\$750.00
387	Mechanical Repairs (per person)	1	HR	\$ 250.00	\$250.00
388	Injection grouting in MH	1	Gal	\$ 400.00	\$400.00
389	Void filling with cementitious material	1	CF	\$ 120.00	\$120.00
390	Setup for void filling	1	EA	\$ 7,500.00	\$7,500.00
391	Access beyond 100' from road	1	EA	\$ 5,000.00	\$5,000.00
392	Vacuum test MH	1	EA	\$ 750.00	\$750.00
				SUM TOTAL SECTION M:	\$19,885.00
Section N - Crew Travel & Mobilization					
		Quantity	Unit	Unit Price	Extension
393	Travel and Mobilization- Texas	1	EA	\$ 7,500.00	\$7,500.00
394	Travel and Mobilization- States Other Than Texas	1	EA	\$ 10,000.00	\$10,000.00
				SUM TOTAL SECTION N:	\$17,500.00
Section O - All Other Underground Construction Items and Supplemental Items for This Contract					
		Quantity	Unit	Unit Price	Extension
395	Internal Point Repair CIPP 6"-8" (Up to 8 LF)	1	EA	\$ 7,000.00	\$7,000.00
396	Internal Point Repair CIPP 10"-12" (Up to 8 LF)	1	EA	\$ 8,000.00	\$8,000.00
397	Internal Point Repair CIPP 15"-18" (Up to 8 LF)	1	EA	\$ 10,000.00	\$10,000.00
398	Internal Point Repair CIPP 21"-24" (Up to 8 LF)	1	EA	\$ 13,000.00	\$13,000.00
399	Internal Point Repair CIPP 27"-33" (Up to 8 LF)	1	EA	\$ 15,000.00	\$15,000.00
400	Internal Point Repair CIPP 36"- 42" (Up to 8 LF)	1	EA	\$ 25,000.00	\$25,000.00
401	Internal Point Repair Mechanical 6"-8" (Up to 6 LF)	1	EA	\$ 3,000.00	\$3,000.00
402	Internal Point Repair Mechanical 10"-12" (Up to 6 LF)	1	EA	\$ 5,000.00	\$5,000.00
403	Internal Point Repair Mechanical 15"-18" (Up to 6 LF)	1	EA	\$ 7,500.00	\$7,500.00
404	Internal Point Repair Mechanical 21"-24" (Up to 6 LF)	1	EA	\$ 10,000.00	\$10,000.00
405	Internal Point Repair Mechanical 27"-33" (Up to 6 LF)	1	EA	\$ 15,000.00	\$15,000.00
406	Internal Point Repair Mechanical 36"- 42" (Up to 6 LF)	1	EA	\$ 25,000.00	\$25,000.00
407	Internal Point Repair Mechanical or Other Method up to 108" Nominal Diameter (Up to 6 LF)	1	EA	\$ 40,000.00	\$40,000.00
408	Large Diameter Invert Repair Interior (Flow Fill or Other Material)	1	CF	\$ 125.00	\$125.00
409	Void Filling Exterior of Pipe or Structure (Flow Fill or Other Material)	1	CF	\$ 150.00	\$150.00
410	Pipe or Other Confined Space Man Entry Safety System	1	DAY	\$ 1,500.00	\$1,500.00
411	Confined Space Man Entry Safety Plan (3rd Party Certified)	1	EA	\$ 5,000.00	\$5,000.00
				SUM TOTAL SECTION O:	\$190,275.00

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Section P - Fusible PVC Installation by HDD or Other Means					
412	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$ 30.00	\$30.00
413	2"-4" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$ 30.00	\$30.00
414	2"-4" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	\$ 50.00	\$50.00
415	2"-4" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	\$ 50.00	\$50.00
416	2"-4" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	\$ 8.00	\$8.00
417	6"-8" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$ 30.00	\$30.00
418	6"-8" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$ 30.00	\$30.00
419	6"-8" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	\$ 50.00	\$50.00
420	6"-8" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	\$ 50.00	\$50.00
421	6"-8" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	\$ 10.00	\$10.00
422	10"-12" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$ 35.00	\$35.00
423	10"-12" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$ 35.00	\$35.00
424	10"-12" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	\$ 55.00	\$55.00
425	10"-12" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	\$ 55.00	\$55.00
426	10"-12" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	\$ 12.00	\$12.00
427	14"-18" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$ 40.00	\$40.00
428	14"-18" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$ 40.00	\$40.00
429	14"-18" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	\$ 55.00	\$55.00
430	14"-18" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	\$ 55.00	\$55.00
431	14"-18" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	\$ 15.00	\$15.00
432	20"- 24" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$ 40.00	\$40.00
433	20"- 24" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$ 40.00	\$40.00
434	20"- 24" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	\$ 55.00	\$55.00
435	20"- 24" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	\$ 55.00	\$55.00
436	20"- 24" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	\$ 18.00	\$18.00
437	27"- 36" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$ 40.00	\$40.00
438	27"- 36" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$ 40.00	\$40.00
439	27"- 36" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	\$ 55.00	\$55.00
440	27"- 36" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	\$ 55.00	\$55.00
441	27"- 36" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	\$ 21.00	\$21.00
442	Short Length Setup < 100 LF	1	IN/DIA/LF	\$ 20.00	\$20.00
443	All Sizes Increase for extraordinary drilling conditions (may be applied to each dia.)	1	IN/DIA/LF	\$ 21.00	\$21.00
444	4" DR 14 DIPS Fusible PVC®	1	LF	\$ 11.00	\$11.00
445	4" DR 18 DIPS Fusible PVC®	1	LF	\$ 9.00	\$9.00
446	6" DR 14 DIPS Fusible PVC®	1	LF	\$ 21.00	\$21.00
447	6" DR 18 DIPS Fusible PVC®	1	LF	\$ 18.00	\$18.00
448	6" DR 25 DIPS Fusible PVC®	1	LF	\$ 13.00	\$13.00
449	8" DR 14 DIPS Fusible PVC®	1	LF	\$ 37.00	\$37.00
450	8" DR 18 DIPS Fusible PVC®	1	LF	\$ 28.00	\$28.00
451	8" DR 25 DIPS Fusible PVC®	1	LF	\$ 21.00	\$21.00
452	10" DR 14 DIPS Fusible PVC®	1	LF	\$ 55.00	\$55.00
453	10" DR 18 DIPS Fusible PVC®	1	LF	\$ 44.00	\$44.00
454	10" DR 25 DIPS Fusible PVC®	1	LF	\$ 32.00	\$32.00
455	12" DR 14 DIPS Fusible PVC®	1	LF	\$ 77.00	\$77.00
456	12" DR 18 DIPS Fusible PVC®	1	LF	\$ 62.00	\$62.00
457	12" DR 25 DIPS Fusible PVC®	1	LF	\$ 44.00	\$44.00
458	14" DR 14 DIPS Fusible PVC®	1	LF	\$ 102.00	\$102.00
459	14" DR 18 DIPS Fusible PVC®	1	LF	\$ 81.00	\$81.00
460	14" DR 21 DIPS Fusible PVC®	1	LF	\$ 70.00	\$70.00
461	14" DR 25 DIPS Fusible PVC®	1	LF	\$ 60.00	\$60.00
462	16" DR 14 DIPS Fusible PVC®	1	LF	\$ 142.00	\$142.00
463	16" DR 18 DIPS Fusible PVC®	1	LF	\$ 105.00	\$105.00
464	16" DR 21 DIPS Fusible PVC®	1	LF	\$ 91.00	\$91.00
465	16" DR 25 DIPS Fusible PVC®	1	LF	\$ 77.00	\$77.00
466	18" DR 18 DIPS Fusible PVC®	1	LF	\$ 140.00	\$140.00
467	18" DR 21 DIPS Fusible PVC®	1	LF	\$ 121.00	\$121.00
468	18" DR 25 DIPS Fusible PVC®	1	LF	\$ 102.00	\$102.00
469	20" DR 14 DIPS Fusible PVC®	1	LF	\$ 185.00	\$185.00
470	20" DR 18 DIPS Fusible PVC®	1	LF	\$ 147.00	\$147.00
471	20" DR 21 DIPS Fusible PVC®	1	LF	\$ 126.00	\$126.00
472	20" DR 25 DIPS Fusible PVC®	1	LF	\$ 107.00	\$107.00
473	24" DR 18 DIPS Fusible PVC®	1	LF	\$ 210.00	\$210.00
474	24" DR 21 DIPS Fusible PVC®	1	LF	\$ 180.00	\$180.00
475	24" DR 25 DIPS Fusible PVC®	1	LF	\$ 155.00	\$155.00
476	24" DR 32.5 DIPS Fusible PVC®	1	LF	\$ 120.00	\$120.00
477	30" DR 21 DIPS Fusible PVC®	1	LF	\$ 295.00	\$295.00
478	30" DR 25 DIPS Fusible PVC®	1	LF	\$ 250.00	\$250.00
479	30" DR 32.5 DIPS Fusible PVC®	1	LF	\$ 195.00	\$195.00
480	36" DR 21 DIPS Fusible PVC®	1	LF	\$ 420.00	\$420.00
481	36" DR 25 DIPS Fusible PVC®	1	LF	\$ 355.00	\$355.00
482	36" DR 32.5 DIPS Fusible PVC®	1	LF	\$ 280.00	\$280.00
483	Freight for Fusible PVC®	1	Per Truck	\$ 5,000.00	\$5,000.00
484	Mobilization/Demobilization for Fusible PVC®	1	Per Event	\$ 8,750.00	\$8,750.00
485	Fusion Services for 4"-12" Fusible PVC®	1	Day	\$ 2,750.00	\$2,750.00
486	Fusion Services for 14"-16" Fusible PVC®	1	Day	\$ 3,000.00	\$3,000.00
487	Fusion Services for 18"- 24" Fusible PVC®	1	Day	\$ 3,500.00	\$3,500.00
488	Fusion Services for 30"- 36" Fusible PVC®	1	Day	\$ 5,000.00	\$5,000.00
489	Pressure testing	1	IN/DIA/LF	\$ 5.00	\$5.00
490	Install Fire Hydrant	1	EA	\$ 7,500.00	\$7,500.00

Cured In Place Pipe (CIPP) for Pipeline Rehabilitation - Proposal #555-18

491	Ductile Iron Fittings, Restraints, Hardware	1	LB	\$ 20.00	\$20.00	
492	3-Way Fire Hydrant Assembly	1	EA	\$ 5,000.00	\$5,000.00	
493	Salvage Existing Fire Hydrant	1	EA	\$ 500.00	\$500.00	
494	12 Ga. Tracer Wire	1	LF	\$ 5.50	\$5.50	
495	Connect to Existing Water Meter(include new angle valve)	1	EA	\$ 1,100.00	\$1,100.00	
496	Furnish & Install New Water Meter & Box	1	EA	\$ 1,750.00	\$1,750.00	
497	Remove Existing Valve & Box	1	EA	\$ 250.00	\$250.00	
498	Resilient Seat Gate Valve & Box	1	EA	\$ 1,550.00	\$1,550.00	
499	1-Inch HDPE Potable Water Service Line (Short Service) including new angle stop	1	LF	\$ 35.00	\$35.00	
500	1-Inch HDPE Potable Water Service Line (Long Service) including new angle stop	1	LF	\$ 35.00	\$35.00	
				SUM TOTAL SECTION P:	\$51,533.50	
Section Q - Right-of-Way Maintenance						
501	ROW Clearing - (typical up to 20 feet wide)	1	LF	\$ 50.00	\$50.00	
502	ROW Maintenance - (typical up to 20 feet wide)	1	LF	\$ 15.00	\$15.00	
503	Tree removal and disposal 1" - 6"	1	EA	\$ 1,000.00	\$1,000.00	
504	Tree removal and disposal 6" - 12"	1	EA	\$ 2,500.00	\$2,500.00	
505	Install 14' Gate	1	EA	\$ 5,000.00	\$5,000.00	
506	Technical Field Support	1	HR	\$ 150.00	\$150.00	
				SUM TOTAL SECTION Q:	\$8,715.00	
Section R - Geopolymer Storm Pipe & Culvert Lining						
507	30" Storm Pipe - Minimum 1.0"	1	LF	\$ 250.00	\$250.00	
508	36" Storm Pipe - Minimum 1.0"	1	LF	\$ 300.00	\$300.00	
509	42" Storm Pipe - Minimum 1.0"	1	LF	\$ 345.00	\$345.00	
510	48" Storm Pipe - Minimum 1.0"	1	LF	\$ 400.00	\$400.00	
511	54" Storm Pipe - Minimum 1.5"	1	LF	\$ 510.00	\$510.00	
512	60" Storm Pipe - Minimum 1.5"	1	LF	\$ 560.00	\$560.00	
513	66" Storm Pipe - Minimum 1.5"	1	LF	\$ 620.00	\$620.00	
514	72" Storm Pipe - Minimum 1.5"	1	LF	\$ 675.00	\$675.00	
515	78" Storm Pipe - Minimum 1.5"	1	LF	\$ 725.00	\$725.00	
516	84" Storm Pipe - Minimum 1.5"	1	LF	\$ 780.00	\$780.00	
517	90" Storm Pipe - Minimum 1.5"	1	LF	\$ 825.00	\$825.00	
518	96" Storm Pipe - Minimum 1.5"	1	LF	\$ 870.00	\$870.00	
519	Short length setup add-on	1	IN/DIA/LF	\$ 20.00	\$20.00	
520	Additional 1.0" thickness	1	SF	\$ 55.00	\$55.00	
521	#3 Steel Rebar on 18" Centers for 30" Pipe	1	LF	\$ 80.00	\$80.00	
522	#3 Steel Rebar on 18" Centers for 36" Pipe	1	LF	\$ 90.00	\$90.00	
523	#3 Steel Rebar on 18" Centers for 42" Pipe	1	LF	\$ 95.00	\$95.00	
524	#3 Steel Rebar on 18" Centers for 48" Pipe	1	LF	\$ 105.00	\$105.00	
525	#3 Steel Rebar on 18" Centers for 54" Pipe	1	LF	\$ 110.00	\$110.00	
526	#3 Steel Rebar on 18" Centers for 60" Pipe	1	LF	\$ 120.00	\$120.00	
527	#3 Steel Rebar on 18" Centers for 66" Pipe	1	LF	\$ 125.00	\$125.00	
528	#3 Steel Rebar on 18" Centers for 72" Pipe	1	LF	\$ 135.00	\$135.00	
529	#3 Steel Rebar on 18" Centers for 78" Pipe	1	LF	\$ 140.00	\$140.00	
530	#3 Steel Rebar on 18" Centers for 84" Pipe	1	LF	\$ 150.00	\$150.00	
531	#3 Steel Rebar on 18" Centers for 90" Pipe	1	LF	\$ 155.00	\$155.00	
532	#3 Steel Rebar on 18" Centers for 96" Pipe	1	LF	\$ 160.00	\$160.00	
533	Invert Repair	1	LF	\$ 225.00	\$225.00	
534	Hydraulic Jacking of CMP	1	LF	\$ 120.00	\$120.00	
535	6" Thickness Concrete Flatwork	1	SF	\$ 40.00	\$40.00	
536	Rip Rap Supply and Install	1	CF	\$ 150.00	\$150.00	
537	Void Grouting with Cementitious Grout	1	CF	\$ 120.00	\$120.00	
				SUM TOTAL SECTION R:	\$9,055.00	
Attachment "A" RS Means Current Edition Facilities Construction Cost Data Book, latest edition. Stated Discount or Coefficient from "Total incl O&P" COLUMN						
			Multiplier	1.50		
Attachment "B" RS Means Current Edition Heavy Construction Cost Data Book, latest edition. Stated Discount or Coefficient from "Total incl O&P" COLUMN						
			Multiplier	1.50		
				TOTAL ALL SECTIONS A-R:	\$1,008,850.50	



CERTIFICATE OF LIABILITY INSURANCE

7/1/2024

DATE (MM/DD/YYYY)

11/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1347989 Insituform Technologies, LLC 580 Goddard Avenue Chesterfield MO 63005	INSURER(S) AFFORDING COVERAGE INSURER A: XL Insurance America, Inc. NAIC # 24554 INSURER B: ACE American Insurance Company 22667 INSURER C: ACE Fire Underwriters Insurance Company 20702 INSURER D: INSURER E: INSURER F:

COVERAGES INSTE02

CERTIFICATE NUMBER: 20096988

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Independent Contractor <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	CGD300084908 BROAD FORM PD/CONTRACTUAL	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	ISA H10816166	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WLR C53501047 (AOS) SCF C53501163 (W1) (EXCLUDING MONOPOLISTIC)	7/1/2023 7/1/2023	7/1/2024 7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Piggyback Contract. City of Pompano Beach is additional insured under General Liability, if required by written contract executed prior to loss, but only with respect to liability arising out of the Named Insured's operations.

APPROVED

By Edgar P. Alba at 9:32 am, Dec 04, 2023

CERTIFICATE HOLDER

CANCELLATION See Attachment

20096988

City of Pompano Beach
1205 NE 5th Avenue
Pompano Beach FL 33060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Pompano Beach
1205 NE 5th Avenue
Pompano Beach FL 33060

IMPORTANT NOTICE

To whom it may concern:

In our continued effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance going forward.

To ensure future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing **Certificate ID 20096988**

- Email: stl-edelivery@lockton.com
- Phone: (866) 728-5657 (toll-free)

If we do not receive your email address via one of the above methods prior to the client's next renewal, we will assume you no longer need the certificate.

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

The above inbox is for collecting email addresses for renewal electronic certificate delivery ONLY. You will not receive a response from this inbox.

Thank you for your cooperation.

Lockton Companies