

February 7, 2023

Sent Via Email: jgd@iteris.com

John Drake  
Iteris, Inc.  
1250 S. Capital of Texas Hwy , STE 1-330  
Austin, TX78641

Welcome to BuyBoard!

**Re:** *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 695-23, Traffic Signal Systems and Safety Barrier Products

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2023 through March 31, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

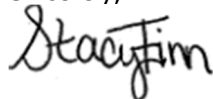
To review the items your company has been awarded, please review Proposal Tabulation No. 695-23 at: [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

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

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at 800-695-2919.

Sincerely,



Stacy Finn, Bid Analyst  
Texas Association of School Boards, Inc.,  
Administrator for The Local Government Purchasing Cooperative



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • [buyboard.com](http://buyboard.com)

## PROPOSER'S ACCEPTANCE AND AGREEMENT

**Proposal Invitation Name:** Traffic Signal Systems and Safety Barrier Products

**Proposal Due Date/Opening Date and Time:** October 27, 2022, at 4:00 PM

**Proposal Invitation Number:** 695-23

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

**Contract Term:** April 1, 2023, through March 31, 2024, with two possible one-year renewals.

**Anticipated Cooperative Board Meeting Date:** February 2023

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

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

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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



## **PROPOSAL FORMS PART 1: COMPLIANCE FORMS**

### **INSTRUCTIONS:**

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

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

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

### **PROPOSAL ACKNOWLEDGEMENTS**

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

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

**Initial:** 



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

### **FELONY CONVICTION DISCLOSURE**

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

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

Please check      one of the following:

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

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

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

Initial:



## **RESIDENT /NONRESIDENT CERTIFICATION**

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

Please check        one of the following:

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

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

Company Name	Address	
City	State	Zip Code

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

## **DEBARMENT CERTIFICATION**

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

## **VENDOR EMPLOYMENT CERTIFICATION**

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check        one of the following:

- Yes
- No

Initial:



## **NO BOYCOTT VERIFICATION**

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

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

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

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

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

Initial: 





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

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

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

## **HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION**

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

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

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

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

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

## **ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS**

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

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

**Initial:**



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

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

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

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

Initial: 







## **VENDOR CONSENT FOR NAME BRAND USE**

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

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

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

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

### **OPT OUT:**

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

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

Initial: 



## **CONFIDENTIAL/PROPRIETARY INFORMATION**

### **A. Public Disclosure Laws**

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

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

Please check  one of the following:

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

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

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

Confidential / Proprietary Information:

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*(Attach additional sheets if needed.)*

**Initial** 



**B. Copyright Information**

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

Please check one of the following

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

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

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

*(Attach additional sheets if needed.)*

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

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

**D. Consent to Release Proposal Tabulation**

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

Initial:



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

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

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

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

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

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

**YES**, I agree.

**NO**, I do not agree.

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

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

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

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

**YES**, I agree.

**NO**, I do not agree.

**Initial:** 



**3. Equal Employment Opportunity:**

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

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

**YES**, I agree.

**NO**, I do not agree.

**4. Davis-Bacon Act:**

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

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

**YES**, I agree.

**NO**, I do not agree.

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

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

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

**YES**, I agree.

**NO**, I do not agree.

Initial:





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

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

Vendor agrees to comply with the above requirements when applicable.

**YES**, I agree.

**NO**, I do not agree.

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

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

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

**YES**, I agree.

**NO**, I do not agree.

**8. Debarment and Suspension:**

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

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

**YES**, I agree.

**NO**, I do not agree.

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

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

**YES**, I agree.

**NO**, I do not agree.

**Initial:**





**10. Procurement of Recovered Materials:**

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

YES, I agree.

NO, I do not agree.

**11. Domestic Preferences for Procurements:**

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

YES, I agree.

NO, I do not agree.

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

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

YES, I agree.

NO, I do not agree.

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

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

YES, I agree.

NO, I do not agree.

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

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

YES, I agree.

NO, I do not agree.

Initial:



## **COMPLIANCE FORMS SIGNATURE PAGE**

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

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

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



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

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

\_\_\_\_\_  
Date



## **PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS**

### **INSTRUCTIONS:**

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

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

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

## **VENDOR BUSINESS NAME**

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

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

Please check  one of the following

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

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

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

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

# Request for Taxpayer Identification Number and Certification

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

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

<b>Print or type.</b>	<b>See Specific Instructions on page 3.</b>	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  <b>Iteris, Inc.</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p>	
		<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input checked="" type="checkbox"/> <b>C Corporation</b></p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
		<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.  <b>1250 S. Capital of Texas Hwy, Ste 1-330</b></p> <p><b>6</b> City, state, and ZIP code  <b>West Lake Hills, Texas 78746</b></p>	<p>Requester's name and address (optional)</p>
		<p><b>7</b> List account number(s) here (optional)</p>	

## Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
9	5	-	2	5	8	8	4	9	6

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 1/11/2022
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## General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



## **VENDOR CONTACT INFORMATION**

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

## **FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE**

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

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

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

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

### **CURRENT BUYBOARD VENDORS**

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

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

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

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



## **GOVERNMENTAL REFERENCES**

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

<b>Entity Name</b>	<b>Contact</b>	<b>Phone#</b>	<b>Email Address</b>	<b>Discount</b>	<b>Quantity/ Volume</b>
1. City of Allen	Scotty Stewart	214-509-3164	sstewar@ctiyofallen.org	none	na
2. City of San Marcos	Ning Zou	512-393-8034	nzou@sanmarcostx.gov	none	na
3. City of Cedar Park	Jeremy Conno	512-740-5852	jeremy.connor@cedarparktexas.gov	none	na
4. City of Waco	Billy Dehart	254-749-4087	billyd@wacotx.gov	none	na
5. City of Bryan	Eddie Lavato	979-218-2302	mlovato@bryantx.gov	none	na

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

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## **COMPANY PROFILE**

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



## FIRM PROFILE

Iteris, Inc. (NASDAQ:ITI) is the global leader in smart mobility infrastructure management – the foundation for a new era of mobility. We apply cloud computing, artificial intelligence, advanced sensors, advisory services and managed services to achieve safe, efficient and sustainable mobility. Our end-to-end solutions monitor, visualize and optimize mobility infrastructure around the world to help ensure that roads are safe, travel is efficient, and communities thrive. Iteris has been the market leader in applying innovative solutions to the transportation industry since 1987. Iteris' 425 staff have decades of expertise in traffic management, along with superior services and patented products that help detect, measure, and manage traffic and vehicular performance; minimize traffic congestion; and empower Iteris clients with solutions to better manage their transportation networks.



### Legal Name and Address

**Iteris, Inc.**  
1250 S. Capital of Texas Hwy  
Suite 1-330  
West Lake Hills (Austin), TX 78746



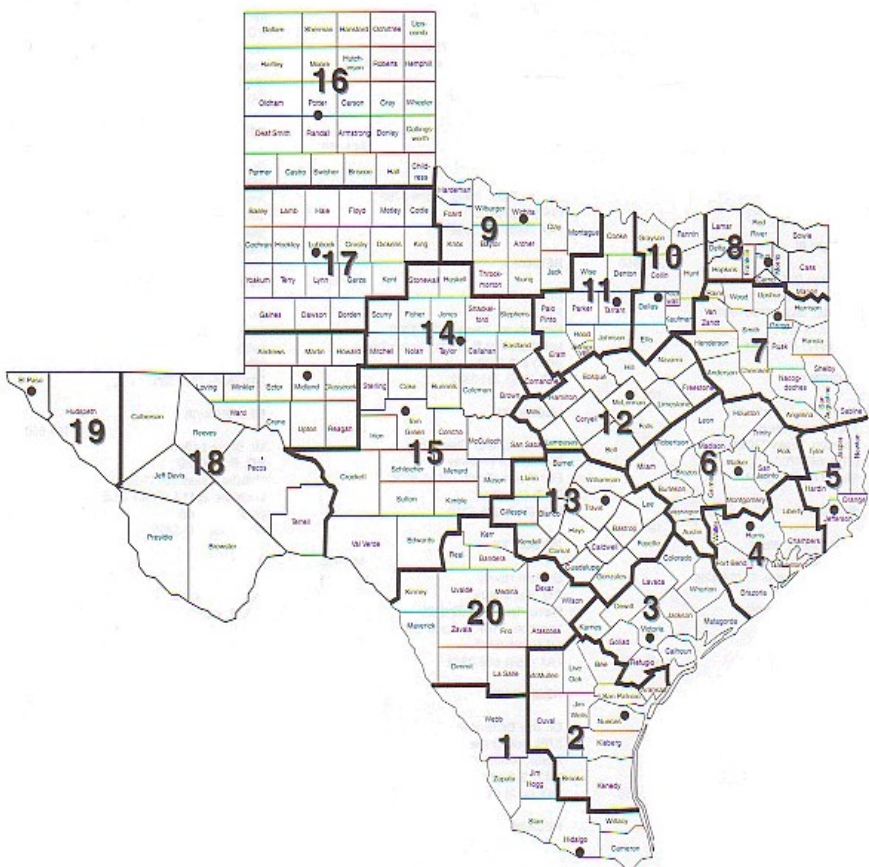
## TEXAS REGIONAL SERVICE DESIGNATION

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

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

### Regional Education Service Centers

#### Region and Headquarters



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



## STATE SERVICE DESIGNATION

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

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

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

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

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



## **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, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • [buyboard.com](http://buyboard.com)

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

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

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

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

  
Signature of Authorized Company Official

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

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

\_\_\_\_\_  
Date





## **MANUFACTURER DEALER DESIGNATION**

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

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

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

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

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

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Designated Dealer Name Designated Dealer Contact Person

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Designated Dealer Address

---

City State Zip

---

Phone Number Fax Number

---

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





## **PROPOSAL INVITATION QUESTIONNAIRE**

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

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

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

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

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

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

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

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

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

In the last 10 years, Proposer has not been involved with litigation or other legal proceedings brought against Proposer, or any of its past or present owners, principal shareholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract, that the adverse outcome of which, in management's opinion, individually or in the aggregate, would have had a material adverse effect on its consolidated results of operations, financial position, or cash flows. As a public company Proposer is required to disclose such material matters in its SEC filings. Proposer's SEC filings can be found on Proposer's website (URL: <https://iterisinc.gcs-web.com/financial-information/sec-filings>). Notwithstanding the foregoing and to be responsive to this inquiry, Proposer is involved in the following litigation matter: In 2017, Mary Cheney, Surviving Spouse of Decedent Eric Cheney v. City of Killeen, et. al, Cause No. 286,720-C, filed in the District Court of Bell County, Texas. The surviving spouse plaintiff contends wrongful death arising from a motorcycle/vehicular accident, alleging negligence in the cause of death of plaintiff's spouse based upon a phase change in the operation sequence of an intersection traffic signal. Proposer was a subcontractor to a prime contractor for this project. Proposer's role was material supplier and installer of its devices at the subject intersection. The Proposer and all other defendants were dismissed of all claims by the District Court. Plaintiff appealed and the Court of Appeals reversed the District Court's order of dismissal and remanded the case back to the District Court for further proceedings. The case is currently in discovery phase that is due to conclude around mid-2023 calendar year.



## **VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES**

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

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

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

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

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

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

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

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

*(For Cooperative Administrator Use Only)*

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

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



## REQUIRED FORMS CHECKLIST

(Please check the following)

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

### PROPOSAL FORMS PART 1: COMPLIANCE FORMS

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

### PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

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



## **PROPOSAL SPECIFICATION SUMMARY**

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

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

### **Section I: Equipment, Products, and Supplies**

1. Discount (%) off catalog/pricelist for **Traffic Light and Signal Systems, Supplies, and Equipment.**
2. Discount (%) off catalog/pricelist for **Traffic Safety Barrier, Barricade, and Guardrail Products** (Cable, Concrete, Plastic, Steel, Wood, W-Beam, Tri-Beam, End Treatments, Posts, and other related products).
3. Discount (%) off catalog/pricelist for **Traffic Intersection Safety** (Parking Lot, Pedestrian, Railroad, School Zone) **Equipment and Products.**
4. Discount (%) off catalog/pricelist for **Traffic Marker and Sign Products.**
5. Discount (%) off catalog/pricelist for **Computerized Traffic Design Plans, Traffic Flagging, and Special Event Services.**
6. Discount (%) off catalog/pricelist for **All Other Traffic Light and Signal System Products.**
7. Discount (%) off catalog/pricelist for **Traffic Light and Signal Systems Repair Parts.**
8. Discount (%) off catalog/pricelist for **Traffic Light and Signal Equipment and Products Maintenance/Warranty Agreements.**

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

9. **Hourly Labor Rate for Installation/Repair Service of Traffic Signal Systems, Products, and Related Items – Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
10. **Hourly Labor Rate for Installation/Repair Service of Traffic Safety Barrier, Barricade, and Guardrail Products, and Related Items - Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2022

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).

<b>PRODUCER</b> Woodruff-Sawyer & Co. 2 Park Plaza, #500 Irvine CA 92614	<b>CONTACT NAME:</b> Katharine Tiller <b>PHONE (A/C. No. Ext):</b> 949-435-7353 <b>E-MAIL ADDRESS:</b> ktiller@woodruffshawyer.com		<b>FAX (A/C. No):</b> 949-476-3118
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Iteris, Inc. 1700 Carnegie Avenue, Suite 100 Santa Ana CA 92705-5551	ITERINC-01	<b>INSURER A :</b> Continental Insurance Company <b>NAIC #</b> 35289	
		<b>INSURER B :</b> American Casualty Company of Reading <b>NAIC #</b> 20427	
		<b>INSURER C :</b> Evanston Insurance Company <b>NAIC #</b> 35378	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
<b>INSURER F :</b>			


**COVERAGES** **CERTIFICATE NUMBER:** 1845306247 **REVISION NUMBER:**

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI Ded. None GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6057362701	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <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			6057362682	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Owned/Hired Comp/Coll \$ Ded's \$1000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6057362679	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
A B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6057544401 - CA 6057544415 - AOS	4/1/2022 4/1/2022	4/1/2023 4/1/2023	<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
C	Architects and Engineers Professional Liability Claims Made Form			MKLV7PL0005266	4/1/2022	4/1/2023	Aggregate Limit \$5,000,000 Occurrence Limit \$5,000,000 SIR \$25,000

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

**CERTIFICATE HOLDER** **CANCELLATION**

Iteris, Inc. (Basic) 1700 Carnegie Avenue, Suite 100 Santa Ana CA 92705-5551	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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## Iteris, Inc. Information

Address: 1700 Carnegie Avenue Ste 100  
Santa Ana, CA 92705  
Phone: (949) 270-9400  
Fax: (949) 270-9401  
Web Address: www.iteris.com

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

John Drake

Signature

Submitted at 10/27/2022 09:20:27 AM (CT)

jgd@iteris.com

Email

## Requested Attachments

### BuyBoard Proposal Invitation No. 695-23 Traffic Signal Systems and Safety Barrier Products ITERIS INC. Proposal-No-695-23 .pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

### IRS Form W-9 Request for Taxpayer Identification Number and Certification ITERIS INC. W9 (updated 10-10) (002).pdf

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

### Company Profile

ITERIS INC - FIRM PROFILE.pdf

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

### Catalog/Pricelist

Iteris Catalog.pdf

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

### Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed *No response*

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

## Response Attachments

### RS-Std-TC.pdf

Standard Terms and Conditions<br/>



## Bid Attributes

### 1 Federal Identification Number

Federal Identification Number

95-2588496

### 2 HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

### 3 No Israel Boycott Certification

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 on the Compliance Forms Signature Page, to the extent applicable, 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.

Yes

### 4 No Excluded Nation or Foreign Terrorist Organization Certification

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

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

Yes

### 5 MWBE/HUB Status Certification

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

**I certify that my company has been certified as a MWBE/HUB in the following categories:** *(Please check all that apply)*

### 6 Minority Owned Business

Minority Owned Business

*Minority Owned Business (Yes)*

<b>7</b>	<b>Women Owned Business</b> Women Owned Business <input type="checkbox"/> <i>Women Owned Business (Yes)</i>
<b>8</b>	<b>Service-Disabled Veteran Owned Business</b> Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense) <input type="checkbox"/> <i>Service-Disabled Veteran Owned Business (Yes)</i>
<b>9</b>	<b>Certification Number</b> Certification Number <input type="text" value="No response"/>
<b>10</b>	<b>Name of Certifying Agency</b> Certifying Agency <input type="text" value="No response"/>
<b>11</b>	<b>Non-MWBE/HUB</b> My company has NOT been certified as a MWBE/HUB <input type="checkbox"/> <i>Non-HUB (Yes)</i>
<b>12</b>	<b>Vendor General Contact Information</b> Proposal/Contract General Contact Information
<b>13</b>	<b>Vendor Proposal/Contract Contact Name</b> Vendor Proposal/Contract Contact Name <input type="text" value="John Drake"/>
<b>14</b>	<b>Vendor Proposal/Contract Contact E-mail Address</b> Vendor Proposal/Contract Contact E-mail Address <input type="text" value="jgd@iteris.com"/>
<b>15</b>	<b>Vendor Proposal/Contract Mailing Address</b> Vendor Proposal/Contract Mailing Address <input type="text" value="1250 S. Capital of Texas Hwy , STE 1-330"/>
<b>16</b>	<b>Vendor Proposal/Contract Mailing Address - City</b> Vendor Proposal/Contract Mailing Address - City <input type="text" value="Austin"/>
<b>17</b>	<b>Vendor Proposal/Contract Mailing Address - State</b> Vendor Proposal/Contract Mailing Address - State (Abbreviate State Name) <input type="text" value="TX"/>
<b>18</b>	<b>Vendor Proposal/Contract Mailing Address - Zip Code</b> Vendor Proposal/Contract Mailing Address - Zip Code <input type="text" value="78641"/>

<b>1 9</b>	<b>Vendor Proposal/Contact Phone Number</b> Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="512-592-9567"/>
<b>2 0</b>	<b>Vendor Proposal/Contact Extension Number</b> Vendor Proposal/Contact Extension Number <input type="text" value="NA"/>
<b>2 1</b>	<b>Company Website</b> Company Website (www.XXXXX.com) <input type="text" value="www.iteris.com"/>
<b>2 2</b>	<b>Purchase Orders Contact Information</b> All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.  <b>Please select options below for receipt of Purchase Orders and provide the requested information:</b> <ul style="list-style-type: none"> <li>I will use the internet to receive Purchase Orders at the following address</li> </ul> <input type="text" value="Yes"/>
<b>2 3</b>	<b>Purchase Order E-mail Address</b> Purchase Order E-mail Address <input type="text" value="rs-sales-support@iteris.com"/>
<b>2 4</b>	<b>Purchase Order Contact Name</b> Purchase Order Contact Name <input type="text" value="Marilyn Holden"/>
<b>2 5</b>	<b>Purchase Order Contact Phone Number</b> Purchase Order Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="949-270-9615"/>
<b>2 6</b>	<b>Purchase Order Contact Extension Number</b> Purchase Order Contact Extension Number <input type="text" value="NA"/>
<b>2 7</b>	<b>Alternate Purchase Order E-mail Address</b> Alternate Purchase Order E-mail Address <input type="text" value="hjzayeri@iteris.com"/>
<b>2 8</b>	<b>Alternate Purchase Order Contact Name</b> Alternate Purchase Order Contact Name <input type="text" value="Holly Jazayeri"/>

<b>29</b>	<b>Alternate Purchase Order Contact Phone Number</b> Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="949-270-9621"/>
<b>30</b>	<b>Alternate Purchase Order Contact Extension Number</b> Alternate Purchase Order Contact Extension Number <input type="text" value="na"/>
<b>31</b>	<b>Purchase Orders Contact Information</b> All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.  <b>Please select options below for receipt of Purchase Orders and provide the requested information:</b> <ul style="list-style-type: none"> <li>• Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.</li> </ul> <input type="text" value="No"/>
<b>32</b>	<b>Request for Quotes (RFQ)</b> Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:
<b>33</b>	<b>Request for Quote (RFQ) E-mail Address</b> Request for Quote (RFQ) E-mail Address <input type="text" value="jgd@iteris.com"/>
<b>34</b>	<b>Request for Quote (RFQ) Contact Name</b> Request for Quote (RFQ) Contact Name <input type="text" value="John Drake"/>
<b>35</b>	<b>Request for Quote (RFQ) Contact Phone Number</b> Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="512-592-9567"/>
<b>36</b>	<b>Request for Quote (RFQ) Contact Extension Number</b> Request for Quote (RFQ) Contact Extension Number <input type="text" value="na"/>
<b>37</b>	<b>Alternate Request for Quote (RFQ) E-mail Address</b> Alternate Request for Quote (RFQ) E-mail Address <input type="text" value="keb@iteris.com"/>
<b>38</b>	<b>Alternate Request for Quote (RFQ) Contact Name</b> Alternate Request for Quote (RFQ) Contact Name <input type="text" value="Kirk Barnes"/>

<b>39</b>	<b>Alternate Request for Quote (RFQ) Contact Phone Number</b> Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="979-571-6120"/>
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<b>40</b>	<b>Alternate Request for Quote (RFQ) Contact Extension Number</b> Alternate Request for Quote (RFQ) Contact Extension Number <input type="text" value="na"/>
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<b>41</b>	<b>Invoices</b> Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. <b>All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.</b>
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<b>42</b>	<b>Invoices</b> <b>Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information:</b>  (a) Service fee invoices and related communications should be provided directly to my company at:  or  (b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent: <i>If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.</i> <input type="text" value="Service fee invoices and notices direct to company"/>
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<b>43</b>	<b>Invoice Company Name</b> Invoice Company Name <input type="text" value="Iteris, Inc"/>
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<b>44</b>	<b>Invoice Company Department Name</b> Invoice Company Department Name <input type="text" value="Accounts Payable"/>
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<b>45</b>	<b>Invoice Contact Name</b> Invoice Contact Name <input type="text" value="Gloria Ruiz"/>
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<b>46</b>	<b>Invoice Mailing Address</b> Invoice Mailing Address (P.O. Box or Street Address) <input type="text" value="1700 Carnegie Ave, Suite 100"/>
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<b>47</b>	<b>Invoice Mailing Address - City</b> Invoice Mailing Address - City <input type="text" value="Santa Ana"/>
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<b>48</b>	<b>Invoice Mailing Address - State</b> Invoice Mailing Address - State (Abbreviate State Name)	CA
<b>49</b>	<b>Invoice Mailing Address - Zip Code</b> Invoice Mailing Address (Zip Code)	92705
<b>50</b>	<b>Invoice Contact Phone Number</b> Invoice Contact Phone Number (xxx-xxx-xxxx)	949-270-9671
<b>51</b>	<b>Invoice Contact Extension Number</b> Invoice Contact Extension Number	na
<b>52</b>	<b>Invoice Contact Fax Number</b> Invoice Contact Fax Number (xxx-xxx-xxxx)	714-780-7202
<b>53</b>	<b>Invoice Contact E-mail Address</b> Invoice Contact E-mail	accounts-payable@iteris.com
<b>54</b>	<b>Invoice Contact Alternate E-mail Address</b> Invoice Contact Alternate E-mail Address	kruizjames@iteris.com
<b>55</b>	<b>Billing Agent Company Name</b> Billing Agent Company Name	Iteris, Inc
<b>56</b>	<b>Billing Agent Department Name</b> Billing Agent Department Name	Accounts Payable
<b>57</b>	<b>Billing Agent Contact Name</b> Billing Agent Contact Name	Karen Ruiz
<b>58</b>	<b>Billing Agent Mailing Address</b> Billing Agent Mailing Address (P.O. Box or Street Address)	1700 Carnegie Ave, Suite 100
<b>59</b>	<b>Billing Agent Mailing Address - City</b> Billing Agent Mailing Address - City	Santa Ana

<b>60</b>	<b>Billing Agent Mailing Address - State</b> Billing Agent Mailing Address - State (Abbreviate State Name) <input type="text" value="CA"/>
<b>61</b>	<b>Billing Agent Mailing Address - Zip Code</b> Billing Agent Mailing Address - Zip Code <input type="text" value="92705"/>
<b>62</b>	<b>Billing Agent Contact Phone Number</b> Billing Agent Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="949-270-9605"/>
<b>63</b>	<b>Billing Agent Contact Extension Number</b> Billing Agent Contact Extension Number <input type="text" value="na"/>
<b>64</b>	<b>Billing Agent Fax Number</b> Billing Agent Fax Number <input type="text" value="714-780-7202"/>
<b>65</b>	<b>Billing Agent Contact E-mail Address</b> Billing Agent Contact E-mail Address <input type="text" value="accounts-payable@iteris.com"/>
<b>66</b>	<b>Billing Agent Alternative E-mail Address</b> Billing Agent Alternative E-mail Address <input type="text" value="kruizjames@iteris.com"/>
<b>67</b>	<b>Shipping Via</b> Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other <input type="text" value="Common Carrier"/>
<b>68</b>	<b>Payment Terms</b> <i>Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).</i> <input type="text" value="Net 30"/>
<b>69</b>	<b>Vendor's Internal/Assigned Reference/Quote Number</b> Vendor's Internal/Assigned Reference/Quote Number <input type="text" value="BuyBoard 695-23"/>
<b>70</b>	<b>State or Attach Return Policy</b> Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative. <input type="text" value="See attached Standard Terms and Conditions Section 7."/>



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

<b>81</b>	<b>Region 6</b> Region 6 - Huntsville <input type="checkbox"/> <i>Region 6 (6)</i>
<b>82</b>	<b>Region 7</b> Region 7 - Kilgore <input type="checkbox"/> <i>Region 7 (7)</i>
<b>83</b>	<b>Region 8</b> Region 8 - Mount Pleasant <input type="checkbox"/> <i>Region 8 (8)</i>
<b>84</b>	<b>Region 9</b> Region 9 - Wichita Falls <input type="checkbox"/> <i>Region 9 (9)</i>
<b>85</b>	<b>Region 10</b> Region 10 - Richardson <input type="checkbox"/> <i>Region 10 (10)</i>
<b>86</b>	<b>Region 11</b> Region 11 - Fort Worth <input type="checkbox"/> <i>Region 11 (11)</i>
<b>87</b>	<b>Region 12</b> Region 12 - Waco <input type="checkbox"/> <i>Region 12 (12)</i>
<b>88</b>	<b>Region 13</b> Region 13 - Austin <input type="checkbox"/> <i>Region 13 (13)</i>
<b>89</b>	<b>Region 14</b> Region 14 - Abilene <input type="checkbox"/> <i>Region 14 (14)</i>
<b>90</b>	<b>Region 15</b> Region 15 - San Angelo <input type="checkbox"/> <i>Region 15 (15)</i>
<b>91</b>	<b>Region 16</b> Region 16 - Amarillo <input type="checkbox"/> <i>Region 16 (16)</i>
<b>92</b>	<b>Region 17</b> Region 17 - Lubbock <input type="checkbox"/> <i>Region 17 (17)</i>

9 3	<b>Region 18</b> Region 18 - Midland <input type="checkbox"/> <i>Region 18 (18)</i>
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9 4	<b>Region 19</b> Region 19 - El Paso <input type="checkbox"/> <i>Region 19 (19)</i>
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9 5	<b>Region 20</b> Region 20 - San Antonio <input type="checkbox"/> <i>Region 20 (20)</i>
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9 6	<b>State Service Designation</b> <b>State Service Designation - Refer to Form in Proposal Invitation.</b>  As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. <i>(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)</i> <b>In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.</b>  If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <i>By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.</i>
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9 7	<b>Company Name</b> Company Name <input type="text" value="Iteris, Inc"/>
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9 8	<b>State Service Designation</b> <b>Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.</b>  <input type="text" value="I will not serve all states in the United States"/>
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9 9	<b>Alabama</b> Alabama <input type="checkbox"/> <i>Alabama (AL)</i>
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1 0 0	<b>Alaska</b> Alaska <input type="checkbox"/> <i>Alaska (AK)</i>
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1 0 1	<b>Arizona</b> Arizona <input type="checkbox"/> <i>Arizona (AZ)</i>
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1 0 2	<b>Arkansas</b> Arkansas <input type="checkbox"/> <i>Arkansas (AR)</i>
1 0 3	<b>California</b> California (Public Contract Code 20118 & 20652) <input type="checkbox"/> <i>California (CA)</i>
1 0 4	<b>Colorado</b> Colorado <input type="checkbox"/> <i>Colorado (CO)</i>
1 0 5	<b>Connecticut</b> Connecticut <input type="checkbox"/> <i>Connecticut (CT)</i>
1 0 6	<b>Delaware</b> Delaware <input type="checkbox"/> <i>Delaware (DE)</i>
1 0 7	<b>District of Columbia</b> District of Columbia <input type="checkbox"/> <i>District of Columbia (DC)</i>
1 0 8	<b>Florida</b> Florida <input type="checkbox"/> <i>Florida (FL)</i>
1 0 9	<b>Georgia</b> Georgia <input type="checkbox"/> <i>Georgia (GA)</i>
1 1 0	<b>Hawaii</b> Hawaii <input type="checkbox"/> <i>Hawaii (HI)</i>
1 1 1	<b>Idaho</b> Idaho <input type="checkbox"/> <i>Idaho (ID)</i>
1 1 2	<b>Illinois</b> Illinois <input type="checkbox"/> <i>Illinois (IL)</i>
1 1 3	<b>Indiana</b> Indiana <input type="checkbox"/> <i>Indiana (IN)</i>

1 1 4	<b>Iowa</b> Iowa <input type="checkbox"/> Iowa (IA)
1 1 5	<b>Kansas</b> Kansas <input type="checkbox"/> Kansas (KS)
1 1 6	<b>Kentucky</b> Kentucky <input type="checkbox"/> Kentucky (KY)
1 1 7	<b>Louisiana</b> Louisiana <input type="checkbox"/> Louisiana (LA)
1 1 8	<b>Maine</b> Maine <input type="checkbox"/> Maine (ME)
1 1 9	<b>Maryland</b> Maryland <input type="checkbox"/> Maryland (MD)
1 2 0	<b>Massachusetts</b> Massachusetts <input type="checkbox"/> Massachusetts (MA)
1 2 1	<b>Michigan</b> Michigan <input type="checkbox"/> Michigan (MI)
1 2 2	<b>Minnesota</b> Minnesota <input type="checkbox"/> Minnesota (MN)
1 2 3	<b>Mississippi</b> Mississippi <input type="checkbox"/> Mississippi (MS)
1 2 4	<b>Missouri</b> Missouri <input type="checkbox"/> Missouri (MO)
1 2 5	<b>Montana</b> Montana <input type="checkbox"/> Montana (MT)

1 2 6	<b>Nebraska</b> Nebraska <input type="checkbox"/> <i>Nebraska (NE)</i>
1 2 7	<b>Nevada</b> Nevada <input type="checkbox"/> <i>Nevada (NV)</i>
1 2 8	<b>New Hampshire</b> New Hampshire <input type="checkbox"/> <i>New Hampshire (NH)</i>
1 2 9	<b>New Jersey</b> New Jersey <input type="checkbox"/> <i>New Jersey (NJ)</i>
1 3 0	<b>New Mexico</b> New Mexico <input type="checkbox"/> <i>New Mexico (NM)</i>
1 3 1	<b>New York</b> New York <input type="checkbox"/> <i>New York (NY)</i>
1 3 2	<b>North Carolina</b> North Carolina <input type="checkbox"/> <i>North Carolina (NC)</i>
1 3 3	<b>North Dakota</b> North Dakota <input type="checkbox"/> <i>North Dakota (ND)</i>
1 3 4	<b>Ohio</b> Ohio <input type="checkbox"/> <i>Ohio (OH)</i>
1 3 5	<b>Oklahoma</b> Oklahoma <input type="checkbox"/> <i>Oklahoma (OK)</i>
1 3 6	<b>Oregon</b> Oregon <input type="checkbox"/> <i>Oregon (OR)</i>
1 3 7	<b>Pennsylvania</b> Pennsylvania <input type="checkbox"/> <i>Pennsylvania (PA)</i>

1 3 8	<b>Rhode Island</b> Rhode Island <input type="checkbox"/> <i>Rhode Island (RI)</i>
1 3 9	<b>South Carolina</b> South Carolina <input type="checkbox"/> <i>South Carolina (SC)</i>
1 4 0	<b>South Dakota</b> South Dakota <input type="checkbox"/> <i>South Dakota (SD)</i>
1 4 1	<b>Tennessee</b> Tennessee <input type="checkbox"/> <i>Tennessee (TN)</i>
1 4 2	<b>Texas</b> Texas <input checked="" type="checkbox"/> <i>Texas (TX)</i>
1 4 3	<b>Utah</b> Utah <input type="checkbox"/> <i>Utah (UT)</i>
1 4 4	<b>Vermont</b> Vermont <input type="checkbox"/> <i>Vermont (VT)</i>
1 4 5	<b>Virginia</b> Virginia <input type="checkbox"/> <i>Virginia (VA)</i>
1 4 6	<b>Washington</b> Washington <input type="checkbox"/> <i>Washington (WA)</i>
1 4 7	<b>West Virginia</b> West Virginia <input type="checkbox"/> <i>West Virginia (WV)</i>
1 4 8	<b>Wisconsin</b> Wisconsin <input type="checkbox"/> <i>Wisconsin (WI)</i>
1 4 9	<b>Wyoming</b> Wyoming <input type="checkbox"/> <i>Wyoming (WY)</i>

## Bid Lines



**1 Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Traffic Light and Signal Systems, Supplies, and Equipment.**

**Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

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

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

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

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

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

**2 Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Traffic Safety Barrier, Barricade, and Guardrail Products** (Cable, Concrete, Plastic, Steel, Wood, W-Beam, Tri-Beam, End Treatments, Posts, and other related products). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

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

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

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

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

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

*No response*

**3 Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Traffic Intersection Safety** (Parking Lot, Pedestrian, Railroad, School Zone) **Equipment and Products**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

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

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

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

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

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

No response

**4 Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Traffic Marker and Sign Products**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

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

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

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

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

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

*No response*

**5 Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Computerized Traffic Design Plans, Traffic Flagging, and Special Event Services**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

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

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

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

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

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

*No response*

**6 Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **All Other Traffic Light and Signal System Products**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

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

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

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

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

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

*No response*

**7 Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Traffic Light and Signal Systems Repair Parts**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

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

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

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

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

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

*No response*



**8 Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Traffic Light and Signal Equipment and Products Maintenance/Warranty Agreements**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

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

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

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

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

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

No response

**9 Section II: Installation and Repair Service**

**Hourly Labor Rate for Installation/Repair Service of Traffic Signal Systems, Products, and Related Items - Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity:   1   UOM: Hourly Labor Rate

**No Bid**

**10 Section II: Installation and Repair Service**

**Hourly Labor Rate for Installation/Repair Service of Traffic Safety Barrier, Barricade, and Guardrail Products, and Related Items -Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity:   1   UOM: Hourly Labor Rate

**No Bid**

**Response Total: \$0.00**

## Iteris Roadway Sensor Products Standard Terms and Conditions of Sale

iteris®

1. **Sole Agreement.** These Standard Terms and Conditions of Sale for the sale and purchase of goods and services between Iteris, Inc. (“**Iteris**”) and the purchaser or buyer (“**Purchaser**”) indicated on the face of the price quotation, proposal, contract, sales order or offer from Iteris constitute the entire agreement between Iteris and Purchaser (the “**Agreement**”) and supersede any prior agreement or understanding, whether oral or written, relating to the subject matter of this Agreement. Iteris shall not be bound by any terms or conditions not set forth in this Agreement, including but not limited to, any purchase order or purchase contract (“**Order**”) from Purchaser that is in any way inconsistent with or in addition to this Agreement. This Agreement may not be expanded or modified except by an instrument in writing executed by an authorized representative of Iteris. Iteris’ acceptance of Purchaser’s Order shall not be deemed an acceptance of any modification to any term or condition contained herein, but rather an acceptance of Purchaser’s agreement to purchase goods and services upon the terms set forth in this Agreement. All Orders, whether or not based on specific quotations, are subject to Iteris’ acceptance by an authorized Iteris representative. Notwithstanding the foregoing, if Purchaser is purchasing the VantageLive! services, such services are subject to a separate agreement that Purchaser will be required to accept and agree, and nothing in the VantageLive! services agreement shall be construed to modify the terms and conditions of this Agreement for other products and services subject to this Agreement.

2. **Shipment.** All prices are in United States Dollars (USD or \$) and quoted FCA (Free Carrier at named point, Incoterms® 2010), or in jurisdictions that have not adopted Incoterms®, FOB at the shipping point of Iteris, Inc. Title to goods sold hereunder (individually, a “**Product**” and collectively, “**Products**”) shall pass to the Purchaser upon delivery of Products to the carrier. Iteris, however, retains a security interest and a vendor’s lien against the Products until payment in full is received. Purchaser agrees to perfect and maintain such security interest for Iteris. In the absence of specific written instructions that Iteris has accepted, Iteris will ship Products by what it deems to be the most appropriate method for shipment. Although Iteris may transact for carriage, all freight charges and insurance premiums will be for the account of Purchaser. Upon delivery to the carrier, Purchaser assumes all risk of loss. Any such loss shall not relieve Purchaser of its obligation to pay Iteris in full for Products, freight and insurance. Purchaser shall have the right to negotiate with the carrier and/or insurer to recoup its loss.

3. **Delivery.** Standard shipments to Purchaser will be approximately 30-45 days after receipt of an Order. In the event that Purchaser requests a guaranteed ship date, Iteris reserves the right, after notice to Purchaser, to include in the final purchase price any expenses which increase the cost of production or delivery, including but not limited to, expediting and overtime expenses, parts procurement premiums, etc. Iteris reserves the right to ship complete orders in advance of the ship dates specified and, with prior approval from Purchaser, partial orders. Iteris shall not be liable for either delays in delivery or the failure to manufacture if such delay or failure is due to causes beyond Iteris’ reasonable control, including but not limited to, acts of God, acts or omissions of either Purchaser or third parties, intervention of any government authority, strikes, lockouts or other labor disturbances, floods, fires, earthquakes, epidemics, quarantines, riots, wars, delays in transportation, or where Iteris is unable to obtain necessary labor, materials or manufacturing facilities. In the event of such delay or failure, the delivery date shall be extended for a period equal to the time lost by reason of the delay or failure.

4. **Payment Terms.** Unless an authorized Iteris representative agrees upon different credit terms in writing at the time of acceptance of Purchaser’s order, the standard terms of payment shall be cash or wire transfer of funds in advance of shipment or, for international shipments, Irrevocable Sight Letter of Credit collectable within thirty (30) days after shipment. Iteris’ obligation to deliver Products is subject to Purchaser’s compliance with the foregoing payment terms, or in the event credit is granted by Iteris, any such credit terms provided. Iteris may at any time, in its reasonable business judgment, if the financial condition of Purchaser warrants, either alter the credit terms or suspend credit and delay delivery until such time as the revised credit terms are met. Iteris shall have the right to cancel any unfilled order, or delay its shipment, for failure of Purchaser to meet its payment schedule or obligations. In the event any payment is not made when due, Iteris shall have the right to accelerate the due date of the entire unpaid balance and to increase the unpaid balance of the sales price at the rate of one percent (1%) per month, or the maximum allowed by law, on the unpaid balance until the account is paid in full, in addition to any reasonable attorneys’ fees or other collection expenses.

5. **Taxes.** All prices are exclusive of any and all taxes, duties, tariffs, fees, or assessments, including but not limited to sales, use, excise, VAT, or similar

taxes and export or import duties or fees applied to the sale or to the Products sold, by any United States or foreign federal, state, provincial, or local governmental body. Any such taxes that must be paid by Iteris shall be separately itemized on Iteris’ invoice and paid by Purchaser, or in lieu thereof, Purchaser shall furnish Iteris a properly executed tax exemption certificate prior to shipment.

6. **Limited Warranty.** For the purposes of this Agreement the “**End User**” shall be the Purchaser or, if Purchaser is a contractor, distributor or other authorized reseller to whom Iteris delivered Products intended for use by a third party, shall be the intended third party.

**Iteris Hardware Products:** Iteris hardware Products marked as manufactured by or for Iteris or marked with an Iteris brand or trademark are warranted, at the time of delivery to End User, to conform to Iteris’ published specifications and to be free from defects in material and workmanship. The occurrence of any of the following terminates Iteris’ Limited Warranty: (i) a Product fails as the result, in whole or in part, of modification or repair of the Product not conducted in conformity with Iteris’ approved procedures; (ii) a Product fails as the result, in whole or in part, of improper or insufficient maintenance; (iii) a Product is damaged due to, in whole or in part, electrical power surge, lightning strike, accident, negligence, improper storage, incorrect installation, incorrect operation, unusual deterioration due to physical environments in excess of limits set forth in Product manuals, or any other type of abuse or misuse; or (iv) the removal of serial numbers, or the removal, mutilation or defacement of any part of a Product. As a condition to making any claim under this Limited Warranty, End User must request a Return Material Authorization (“**RMA**”) before the Limited Warranty terminates or expires. Provided that the Limited Warranty has not terminated or expired, Iteris shall issue the RMA and End User shall have the right to return the non-conforming Product, transportation prepaid, to Iteris for repair or, solely at Iteris’ option, replacement with new or reconditioned materials. Except for repair or replacement, Iteris shall be under no other liability to Purchaser. *This is a Limited Warranty only and, unless otherwise specified in writing by Iteris, shall expire thirty-six (36) months after the date of delivery of each unit of Product to Purchaser.* Repaired or replaced Products have a Limited Warranty for the greater of ninety (90) days from the time of shipment or the remainder of the original warranty period.

**Iteris Software Products:** Software Products marked as manufactured by or for Iteris or marked with an Iteris brand or trademark are warranted to the licensed End User in accordance with the software license and warranty packaged with the software.

**Non-Iteris Products:** Hardware or software Products marked as manufactured or produced by others or marked with a brand or trademark of a party other than Iteris are warranted, if at all, by the manufacturer or producer to the End User in accordance with the warranty documentation provided by the manufacturer or producer.

NO OTHER WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED INCLUDING WITHOUT LIMITATION MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING BY LAW, CUSTOM OR CONDUCT, SHALL BE APPLICABLE. NO REPRESENTATION OR WARRANTY BY PURCHASER SHALL EXTEND THE LIABILITY OR RESPONSIBILITY OF ITERIS BEYOND THE TERMS OF THIS PROVISION. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES. IN NO EVENT SHALL ITERIS HAVE ANY LIABILITY UNDER ANY LEGAL OR EQUITABLE THEORY (RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT) FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR FOR LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM USE OF THE PRODUCTS, OR AN INABILITY TO USE PRODUCTS EITHER SEPARATELY OR IN COMBINATION WITH OTHER SOFTWARE, EQUIPMENT OR MATERIALS, OR FROM ANY OTHER CAUSE.

7. **Return Material Authorizations.** Upon request by the End User for an RMA whether for repair, replacement, or credit, Iteris agrees that it will either issue such RMA or provide End User with a written explanation for its refusal to issue the RMA within thirty (30) days of the request by End User. If Iteris provides a Field Replaceable Unit (“**FRU**”) or replacement Product in advance of receipt of an authorized return and does not receive the returned unit within 30 days of shipment, End User will be invoiced for the FRU or replacement. End User shall pay all shipping costs for items returned to Iteris. For items repaired or replaced under a valid warranty claim, Iteris shall pay shipping costs for return of repaired or replaced item to End User.

## Iteris Roadway Sensor Products Standard Terms and Conditions of Sale

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### 8. Indemnification.

a. *Purchaser Indemnification.* Iteris shall indemnify, defend and hold Purchaser, and its affiliates, directors, officers, shareholders, and employees harmless from and against any claims, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) (collectively, the "**Liabilities**") to the extent arising out of third party claims based on a product liability or strict liability in tort relating to the Product or Iteris' negligence, or willful misconduct causing bodily injury (including death) or physical damage to tangible personal property.

b. *Iteris Indemnification.* Purchaser shall indemnify, defend and hold Iteris, and its affiliates, directors, officers, shareholders, and employees harmless from and against any Liabilities to the extent arising out of third party claims based on products other than Iteris Products supplied by Purchaser or Purchaser's negligence, or willful misconduct causing bodily injury (including death) or physical damage to tangible personal property. In the event that Purchaser is a governmental agency or body, the foregoing Iteris Indemnification shall not apply to the extent prohibited by law.

c. *Indemnification Procedures.* The Parties will follow the following indemnification procedures. Promptly after receipt by any entity entitled to indemnification of notice of a third party claim, the Party seeking indemnity ("**Indemnitee**") shall notify the other Party ("**Indemnitor**") of such claim in writing. No failure to provide obligations under this Agreement except to the extent that it can demonstrate prejudice attributable to the failure. Within fifteen (15) calendar days following receipt of written notice from Indemnitee, but in no event later than ten (10) calendar days before the date a response to such claim is due ("**Election Notice Period**"), Indemnitor shall notify Indemnitee in writing if the Indemnitor elects to assume control of the defense and settlement of that third party claim ("**Election Notice**"). If Indemnitor delivers an Election Notice relating to any third party claim within the required Election Notice Period, the Indemnitor shall be entitled to have sole control over the defense and settlement of such claim; provided that (a) the Indemnitee may participate in the defense and employ counsel at its own expense to assist with such third party claim, and (b) Indemnitor shall obtain the prior written approval of the Indemnitee before entering into any settlement of such third party claim that purports to bind the Indemnitee. After the Indemnitor has delivered an Election Notice, Indemnitor shall not be liable to the Indemnitee for any legal expenses incurred by the Indemnitee in connection with the defense of that third party claim. In addition, the Indemnitor shall not be required to indemnify the Indemnitee for any amount paid or payable by the Indemnitee in the settlement of any third party claim for which the Indemnitor has delivered a timely Election Notice, if such amount was agreed to without the written consent of the Indemnitor. If the Indemnitor does not deliver an Election Notice relating to any third party claim within the required Election Notice Period, the Indemnitee shall have the right to defend the third party claim in such manner as it may deem appropriate, at the sole cost and expense of the Indemnitor. The Indemnitor shall promptly reimburse the Indemnitee for all such costs and expenses (i.e. Liabilities).

9. **Intellectual Property Indemnification.** Iteris shall indemnify and hold harmless Purchaser from loss, damage or liability for infringement of a United States (U.S.) patent or U.S. copyright ("**Intellectual Property**") to the extent arising out of the distribution or use of Iteris Products as delivered to Purchaser by Iteris hereunder (the "**IP Indemnity**"); provided that Purchaser notifies Iteris in writing within ten (10) days of Purchaser's first notice of an infringement claim, threat or suit ("**Infringement Claim**") and fully cooperates with Iteris in the defense of such Infringement Claim and the avoidance of infringement by, including but not limited to, providing Iteris any requested authority, information, and assistance necessary. Iteris shall be entitled, at its election, to assume the defense of any Infringement Claim. The foregoing Indemnity shall not apply when normally non-infringing Iteris Products are rendered infringing by (i) alteration of Iteris Products or the operation thereof, not by Iteris or duly authorized by Iteris in writing, (ii) use of Iteris Products in combination with other products, software, or services, (iii) Iteris' modification of its Products in compliance with the Purchaser's specifications or instructions, or (iv) Purchaser's failure to use and implement instructions provided by Iteris in a writing that would have rendered the Iteris Product non-infringing after reasonable time after receipt by Purchaser and before actual infringement. Iteris shall have the right to resolve any Infringement Claim in the manner it deems appropriate, including, but not limited to, (i) obtaining a license from the owner of the alleged infringed Intellectual Property or (ii) modifying or replacing the alleged infringing Product with non-infringing Product. In the event that neither (i) or (ii) are commercially possible, then Iteris shall have the right to rescind the purchase of the affected portions of the Products and to refund the Purchaser

with a pro rata amount of monies paid for such affected Products. The foregoing IP Indemnity shall not extend to claims based on infringement of Intellectual Property outside the United States of America. Iteris' sole obligation and liability to Purchaser with respect to indemnification of claims shall be as set forth in this paragraph and specifically excludes indemnification for consequential damages, incidental damages, punitive damages, and attorneys' fees.

10. **Arbitration.** It is the intent of the parties that any controversy will be elevated to the highest management levels within the respective organizations in an attempt to resolve the matter most efficiently. If the parties are unable, after good faith negotiations, which each hereby covenants to undertake, to resolve any dispute, claim or controversy arising between them, the parties hereby expressly agree that the exclusive means of resolving any such dispute, claim or controversy arising out of or relating to this agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration. If the Purchaser has an office located in the United States, arbitration shall be conducted under the Streamlined Arbitration Rules and Procedures of JAMS, a national alternative dispute resolution service ([www.jamsadr.com](http://www.jamsadr.com)) and shall be conducted in the English language, in Los Angeles, CA USA, by one (1) arbitrator appointed in accordance with said rules. If the Purchaser does not have an office in the United States, arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce and be conducted in the English language, in New York, NY, USA, by one (1) arbitrator appointed in accordance with said Rules of Arbitration. Judgment on the arbitration award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction nor shall it preclude Iteris from any pursuit allowed by the full extent of the law for collection of amounts owed by Purchaser under any credit arrangement. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

11. **Product Modifications.** Iteris reserves the right, at any time and without notice to Purchaser, to modify Products, in whole or in part, to include therein changes deemed appropriate by Iteris which do not adversely affect the form, fit or function of the Products, and without incurring any liability, to change or modify any Product previously delivered, or to supply new Products in replacement thereof.

12. **Export Responsibility.** All sales hereunder shall at all times be subject to the export control laws and regulations of the U.S. government. Purchaser agrees that it shall not make any disposition, by way of transshipment, re-export, diversion or otherwise, except as said laws and regulations may expressly permit, of U.S. origin goods purchased from Iteris, other than as to the ultimate country of destination specified on Purchaser's order and/or declared as the country of ultimate destination on Iteris' invoices.

### 13. General.

a. No modification of a quotation or a resulting order shall be binding unless in writing signed by an authorized representative of Iteris.

b. No waiver by either party of any default shall be deemed a waiver of any subsequent default.

c. Purchaser shall not assign its Order or any interest therein or any rights hereunder without the written consent of Iteris, and any such purported assignment shall be null and void and of no effect whatsoever.

d. Purchaser agrees that it will not modify, reproduce, reverse engineer, reverse compile, disassemble, translate, de-compile, deconstruct or decrypt, the whole or any part of the Products, including any software embedded therein.

e. All quotations and any resulting order shall be construed, interpreted and governed by the laws of the State of California, USA, but specifically excluding any International Convention regarding the International Sales of Goods. Should any court of competent jurisdiction determine any portion hereof illegal or against public policy, such determination shall not affect that portion herein that is not illegal or against public policy. In the event that the federal, state, provincial, city or local government or any bureau or agency thereof, should promulgate any law, rule or regulation affecting prices, deliveries or any other term of a contract resulting from a quotation, then, at the option of Iteris communicated to the Purchaser in writing within a reasonable time, the contract between Iteris and the Purchaser may be either terminated by Iteris and be of no force and effect and the parties shall be restored to the position they occupied before the contract was executed, or Iteris may make such changes in the price, delivery schedule and terms as Iteris in its reasonable business judgment may deem necessary to comply with such law, rule or regulation.