

P.O. Box 400  
Austin, TX 78767-0400  
800.695.2919 | 512.467.0222 | Fax: 800.211.5454  
buyboard.com

April 29, 2020

Sent Via Email: jgd@iteris.com

John Drake  
Iteris, Inc.  
1700 Carnegie Avenue, Ste 100  
Santa Ana, CA 92705

Welcome to BuyBoard!

**Re: Notice of The Local Government Purchasing Cooperative Award**

**Proposal Name and Number:** Highway Safety and Traffic Control Products, Proposal No. 608-20

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 6/1/2020 through 5/31/2021, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 608-20 on the following web-site: [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Guide
2. BuyBoard License and Identity Standards

**You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative.** Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by email to [info@buyboard.com](mailto:info@buyboard.com) any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please email the order [info@buyboard.com](mailto:info@buyboard.com) and note it as **RECORD ONLY** to prevent duplication.

**As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.**

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,



Arturo Salinas  
Department Director, Cooperative Procurement

v.6.5



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## **PROPOSER'S AGREEMENT AND SIGNATURE**

**Proposal Name:** Highway Safety and Traffic Control Products

**Proposal Due Date/Opening Date and Time:**  
November 7, 2019 at 4:00 PM

**Proposal Number:** 608-20

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

**Contract Time Period:** June 1, 2020 through May 31, 2021 with two (2) possible one-year renewals.

**Anticipated Cooperative Board Meeting Date:**  
April 2020

**Iteris, Inc.**

Name of Proposing Company

**October 11, 2019**

Date

**1700 Carnegie Avenue, Ste 100**

Street Address

Signature of Authorized Company Official

**Santa Ana, CA, 92705**

City, State, Zip

**Scott Carlson**

Printed Name of Authorized Company Official

**949-270-9578**

Telephone Number of Authorized Company Official

**Vice President/Assistant GM, Western Region**

Position or Title of Authorized Company Official

Fax Number of Authorized Company Official

**95-2588496**

Federal ID Number



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

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



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### **VENDOR CONTACT INFORMATION**

Name of Company: Iteris, Inc.  
Vendor Proposal/Contract Contact Name: John Drake  
Vendor Proposal/Contract Contact E-mail Address: jgd@iteris.com  
Vendor Contact Mailing Address for Proposal/Contract Notices: 6 Indian Meadows Dr., #420  
Round Rock, TX 78665  
Company Website: www.iteris.com

**Purchase Orders:** All purchase orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.

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

- ☒ I will use the internet to receive purchase orders at the following address:  
Purchase Order E-mail Address: RS-Sales-Support@iteris.com  
Purchase Order Contact: Marilyn Holden Phone: 949-270-9615  
Alternate Purchase Order E-mail Address: clr@iteris.com  
Alternate Purchase Order Contact: Cheryl Reali Phone: 949-270-9554
- ☐ Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

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

RFQ E-mail Address: jgd@iteris.com  
RFQ Contact: John Drake Phone: 512-592-9567  
Alternate RFQ E-mail Address: naa@iteris.com  
Alternate RFQ Contact: Nader Ayoub Phone: 512-913-8000



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

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

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

Invoice Mailing address: P.O. Box 842123 Department: \_\_\_\_\_  
City: Los Angeles State: CA Zip Code: 90084-2123

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

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

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

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

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

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

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

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

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

**\*\* If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.**



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

### **FELONY CONVICTION DISCLOSURE**

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

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

Please check (✓) one of the following:

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

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

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

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

Iteris, Inc.

Company Name

Scott Carlson

Printed Name

Signature of Authorized Company Official

### **DEBARMENT CERTIFICATION**

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

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

Iteris, Inc.

Company Name

Scott Carlson

Printed Name

Signature of Authorized Company Official



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## **RESIDENT / NONRESIDENT CERTIFICATION**

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

Please check (✓) one of the following:

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

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

<u>Iteris, Inc.</u>	<u>1700 Carnegie Avenue, Suite 100</u>	
Company Name	Address	
<u>Santa Ana</u>	<u>CA</u>	<u>92705</u>
City	State	Zip Code

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

## **VENDOR EMPLOYMENT CERTIFICATION**

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

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

Please check (✓) one of the following:

- ☐ Yes ☒ No

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

Iteris, Inc.

Company Name

  
Signature of Authorized Company Official

Scott Carlson

Printed Name





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## **NO ISRAEL BOYCOTT CERTIFICATION**

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

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

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

Iteris, Inc.

Company Name

Signature of Authorized Company Official

Scott Carlson

Printed Name

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

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

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

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

Iteris, Inc.

Company Name

Signature of Authorized Company Official

Scott Carlson

Printed Name





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## **HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION**

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

Please check (√) all that apply:

- ☐ I certify that my company has been certified as a HUB in the following categories:
- ☐ **Minority Owned Business**
  - ☐ **Women Owned Business**
  - ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 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:**

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**Name of Certifying Agency:**

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

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

**Iteris, Inc.**

Company Name

**Scott Carlson**

Printed Name

Signature of Authorized Company Official



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

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

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

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

**Iteris, Inc.**

Company Name

  
Signature of Authorized Company Official

**Scott Carlson**

Printed Name

**October 11, 2019**

Date



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## **DEVIATION AND COMPLIANCE**

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

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

Please check (✓) one of the following:

- ☒ **No;** Deviations  
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

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

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

**Standard courier or package delivery(UPS, FedEx, etc.)**

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

3. Number of Days for Delivery: **30-45**<sub>ARO</sub>

4. Vendor Reference/Quote Number: **608-20**

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

**NA**

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☐ Yes ☒ No

**Iteris, Inc.**

Company Name

  
Signature of Authorized Company Official

**Scott Carlson**

Printed Name



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## **LOCATION / AUTHORIZED SELLER LISTINGS**

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

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Company Name

---

Address

---

City

---

State

---

Zip

---

Phone Number

---

Fax Number

---

Contact Person

---

Company Name

---

Address

---

City

---

State

---

Zip

---

Phone Number

---

Fax Number

---

Contact Person



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## **MANUFACTURER DEALER DESIGNATION**

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

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

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

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

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

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

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

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

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

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

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

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

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

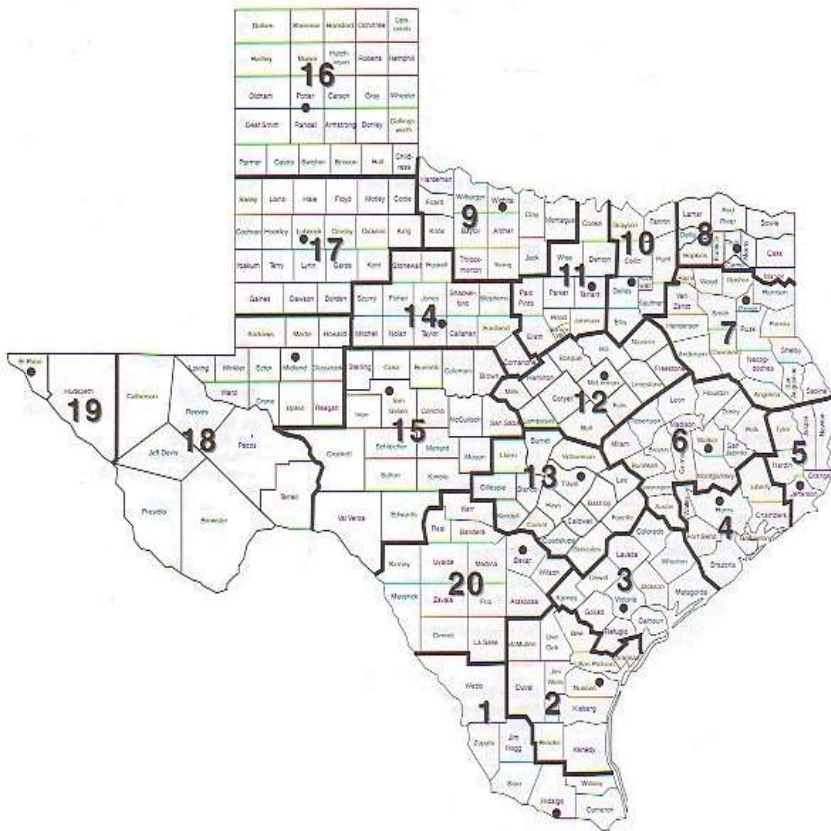
\_\_\_\_\_  
Your Company Name

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

## TEXAS REGIONAL SERVICE DESIGNATION

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

### Regional Education Service Centers



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

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

- ☐ I will not service members of the Texas Cooperative.

Iteris, Inc.

Company Name

*Scott Carlson*

Signature of Authorized Company Official

Scott Carlson

Printed Name



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

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## **STATE SERVICE DESIGNATION**

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

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

Please check (✓) all that apply:

☐ I will service all states in the United States.

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

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



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

**Iteris, Inc.**

Company Name

**Scott Carlson**

Printed Name

A handwritten signature in blue ink that reads "Scott Carlson".

Signature of Authorized Company Official

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

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

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

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

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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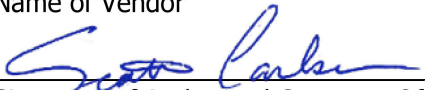
7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

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

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

**Iteris, Inc.**

Name of Vendor

  
Signature of Authorized Company Official

**608-20**

Proposal Invitation Number

**Scott Carlson**

Printed Name of Authorized Company Official

**October 11, 2019**

Date



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

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

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

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

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

### **CURRENT BUYBOARD VENDORS**

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

**Current Discount (%):** 10

**Proposed Discount (%):** 10

**Explanation:** NA



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

Iteris, Inc.

Company Name

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

Scott Carlson

Printed Name



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## **GOVERNMENTAL REFERENCES**

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

<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	sstewart@cityofallen.org	none	na
2. City of San Marcos	Ning Zou	512-393-8034	nzou@sanmarcostx.gov	none	na
3. City of Cedar Park	Jeremy Connor	512-740-5852	jeremy.connor@cedarparktxas.gov	none	na
4. City of Waco	Billy Dehart	254-749-4087	billyd@wacotx.gov	none	na
5. City of Bryan	Eddie Lovato	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 prices) than indicated? **YES** ☐ **NO** ☒ If YES, please explain:

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

**Iteris, Inc.**

Company Name

Signature of Authorized Company Official

**Scott Carlson**

Printed Name





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## **MARKETING STRATEGY**

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

Attach additional pages if necessary.

If accepted, Iteris will announce the product award and offering to all municipal customers via email, and face-to-face customer meetings.

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Iteris, Inc.

Company Name

A handwritten signature in blue ink that reads "Scott Carlson". The signature is written in a cursive style.

Signature of Authorized Company Official

Scott Carlson

Printed Name



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## **CONFIDENTIAL/PROPRIETARY INFORMATION**

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

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

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

Please check (✓) one of the following:



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



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

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

Confidential / Proprietary Information:

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(Attach additional sheets if needed.)



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### **B. Copyright Information**

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

Please check (✓) one of the following:



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



**YES**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

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

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

*(Attach additional sheets if needed.)*

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

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

### **D. Consent to Release Proposal Tabulation**

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

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

**Iteris, Inc.**

Company Name

Signature of Authorized Company Official

**Scott Carlson**

Printed Name

**October 11, 2019**

Date

**VENDOR BUSINESS NAME**

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

**Name of Proposing Company:** Iteris, Inc.

(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

X

Limited Liability Company

## Partnership

Other

If other, identify \_\_\_\_\_

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

# Delaware

Federal Employer Identification Number: 95-2588496

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

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

Iteris, Inc.

## Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Iteris, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►  
Note: 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 not 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.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

1700 S. Carnegie Ave., Ste# 100

6 City, state, and ZIP code

Santa Ana CA 92705

7 List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

or

Employer identification number

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.

Sign  
Here

Signature of  
U.S. person ►

Date ►

## 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.



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

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

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

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

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

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

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

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

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

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

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



**3. Equal Employment Opportunity:**

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

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

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**4. Davis-Bacon Act:**

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

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

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

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

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

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

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

Vendor agrees to comply with the above requirements when applicable.





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

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

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

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**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.

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**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).

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**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.

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

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



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

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

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

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

**Iteris, Inc.**

Company Name

Signature of Authorized Company Official

**Scott Carlson**

Printed Name



## **PROPOSAL INVITATION QUESTIONNAIRE**

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

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

Iteris, Inc. has been in business for thirty-two years

Previous Names: Odetics, Inc., 1969 - 1998; Odetics ITS Inc. 1998 - 2004 2004; Iteris, Inc.

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.

Iteris has 8 employees in Texas with over 150 yrs of combined technical experience to service this contract

Iteris has over 400 employees nationwide.

3. 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.

Iteris Inc is publicly traded company with an annual revenue of \$99 million.



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

None

5. 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.

None

6. 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 relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

During the last five years, the lawsuits listed below did or may meet the above criteria. Iteris is currently not a party to any other pending litigation, arbitrations, governmental proceeding or regulatory

proceeding involving claims in excess of \$100,000 that relate to the performance of Iteris services or products, the outcome of which, in management's opinion, individually would exceed \$100,000.

1. 2017\_12 Lawsuit Mary Cheney vs City of Killeen et al; District Court of Bell County TX cause no. 286720-C filed 12/14/2017; Plaintiff: Mary Cheney; Defendants: City of Killeen, Texas Department of Transportation, HDR Engineering, Iteris, Inc.; Basic Description: On 2/10/2016, Iteris and City personnel installed detection cameras at an intersection and changed the operation of signal lights from what they had been operating since approximately 10/1/2015 (132 days). Case is Active.

2. U.S. District Court Western District of TX Austin Division case 1:14-cv-970 filed 10/24/2014 Plaintiff: Wavetronix LLC; Defendant: Iteris Inc. Settlement agreement in the amount of \$130,000 was signed as of 3/15/2015.

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

Iteris, Inc.

Company Name

Signature of Authorized Company Official



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## **REQUIRED FORMS CHECKLIST**

(Please check (✓) the following)

- ☒ Completed: **Proposer's Agreement and Signature**
- ☒ Completed: **Vendor Contact Information**
- ☒ Completed: **Felony Conviction Disclosure and Debarment Certification**
- ☒ Completed: **Resident/Nonresident Certification**
- ☒ Completed: **No Israel Boycott Certification**
- ☒ Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☒ Completed: **Historically Underutilized Business (HUB) Certification**
- ☒ Completed: **Construction Related Goods and Services Affirmation**
- ☒ Completed: **Deviation/Compliance**
- ☒ Completed: **Location/Authorized Seller Listings**
- ☒ Completed: **Manufacturer Dealer Designation**
- ☒ Completed: **Texas Regional Service Designation**
- ☒ Completed: **State Service Designation**
- ☒ Completed: **National Purchasing Cooperative Vendor Award Agreement**
- ☒ Completed: **Federal and State/Purchasing Cooperative Experience**
- ☒ Completed: **Governmental References**
- ☒ Completed: **Marketing Strategy**
- ☒ Completed: **Confidential/Proprietary Information**
- ☒ Completed: **Vendor Business Name with IRS Form W-9**
- ☒ Completed: **EDGAR Vendor Certification**
- ☒ Completed: **Proposal Invitation Questionnaire**
- ☒ Completed: **Required Forms Checklist**
- ☒ Completed: **Proposal Specification Form with Catalogs/Pricelists**

*\*Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*



## Proposal Invitation No. 608-20-Highway Safety and Traffic Control Products

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

**NOTE: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:**

☐ Manufacturers shall be listed in alphabetical order

☐ Vendor's must list one specific percentage discount for each Manufacturer listed.

**If a vendor's response to Proposal Specification Form states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to Proposal Specification Form or Vendor's proposal may not be considered.**

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

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions to Discount
1	Discount (%) Off Catalog/Pricelist for Highway Safety Products, Supplies, and Equipment	Please state the discount (%) off catalog/pricelist for <b>Highway Safety Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
2	Discount (%) Off Catalog/Pricelist for Traffic Control Products, Supplies, and Equipment	Please state the discount (%) off catalog/pricelist for <b>Traffic Control Products, Supplies, and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.</b>	<u>10</u> %	<b>608-20 BuyBoard Catalog</b>	
3	Discount (%) Off Catalog/Pricelist for Pavement Marking Supplies and Equipment	Please state the discount (%) off catalog/pricelist for <b>Pavement Marking Supplies and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
4	Discount (%) Off Catalog/Pricelist for Delineation Products and Object Markers	Please state the discount (%) off catalog/pricelist for <b>Delineation Products and Object Markers. Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
5	Discount (%) Off Catalog/Pricelist for Road Signs, Posts, and Hardware	Please state the discount (%) off catalog/pricelist for <b>Road Signs, Posts, and Hardware. Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		

#### PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



## Proposal Invitation No. 608-20-Highway Safety and Traffic Control Products

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions to Discount
6	Discount (%) Off Catalog/Pricelist for Fire Hydrants and Accessories	Please state the discount (%) off catalog/pricelist for <b>Fire Hydrants and Accessories</b> . <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
7	Discount (%) Off Catalog/Pricelist for Wheel Wash System (In Ground)/ (Above Ground)	Please state the discount (%) off catalog/pricelist for <b>Wheel Wash System (In Ground)/(Above Ground)</b> . <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
8	Discount (%) Off Catalog/Pricelist for Locking Systems for Highway/Safety Products	Please state the discount (%) off catalog/pricelist for <b>Locking Systems for Highway/Safety Products</b> . <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
9	Discount (%) Off Catalog/Pricelist for Animal Cages, Traps, and Accessories for Roads and Highways	Please state the discount (%) off catalog/pricelist for <b>Animal Cages, Traps, and Accessories for Roads and Highways</b> . <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
10	Discount (%) Off Catalog/Pricelist for Herbicides and Weed Control Products for Roads and Highways	Please state the discount (%) off catalog/pricelist for <b>Herbicides and Weed Control Products for Roads and Highways</b> . <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
11	Discount (%) Off Catalog/Pricelist for Oil and Hazardous Material Spill Remediation Products and Supplies	Please state the discount (%) off catalog/pricelist for <b>Oil and Hazardous Material Spill Remediation Products and Supplies</b> . <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		

### PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal





## Proposal Invitation No. 608-20-Highway Safety and Traffic Control Products

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions to Discount
12	Discount (%) Off Catalog/Pricelist for All Other Related Highway Safety and Traffic Control Products	Please state the discount (%) off catalog/pricelist for <b>All Other Related Highway Safety and Traffic Control Products. Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
13	Discount (%) Off Catalog/Pricelist for Maintenance/Warranty Agreements for Equipment and Systems of Various Brands	Please state the discount (%) off catalog/pricelist for <b>Maintenance/Warranty Agreements for Equipment and Systems of Various Brands. Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		

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

Item No.	Short Description	Full Description	Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
14	Not to Exceed Hourly Labor Rate for Installation/Repair of Highway Safety and Traffic Control Equipment and Products	<b>Hourly Labor Rate for Installation/Repair of Highway Safety and Traffic Control Equipment and Products</b> -- State the <b><u>Not to Exceed</u></b> hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ _____/Hour		
15	Not to Exceed Hourly Labor Rate for Weed Control Service for Roads and Highways	<b>Hourly Labor Rate for Weed Control Service for Roads and Highways</b> -- State the <b><u>Not to Exceed</u></b> hourly labor rate for Weed Control Service of Roads and Highways.	\$ _____/Hour		

#### **PROPOSAL NOTE**

1. Catalogs/Pricelists are required to be submitted with Proposal