



COGWORKS
ETCOG PURCHASING COOPERATIVE

East Texas Council of Governments (ETCOG)

COGWORKS Office Products, Furniture, Equipment & Supplies

CONTRACT# CW-OPSEF23-003

This contract is between **COGWORKS**, a program of the **EAST TEXAS COUNCIL OF GOVERNMENTS**, hereinafter referred to as ETCOG, having its principal place of business at 3800 Stone Road, Kilgore, Texas, 75662, and **BUSINESS ESSENTIALS** hereinafter referred to as the CONTRACTOR, having its principal place of business at 104D Rothrock, Longview, Texas 75602.

ETCOG enters into the contract as the Agent for COGWORKS Participating Members, hereinafter referred to as MEMBERS (Membership in COGWORKS encompasses, but not limited to, a multi-regional area consisting of fourteen (14) counties, 79 cities, over 30 ISDs, and special districts.) for the purchase of Office Products, Furniture, Equipment & Supplies offered by the CONTRACTOR.

LEGAL AGREEMENT:

1. PURPOSE: This contract is for the procurement of Office Products, Furniture, Equipment & Supplies on an 'as-needed' basis on behalf of ETCOG and participating membership encompassing, but not limited to, a multi-regional area consisting of fourteen (14) counties, 79 cities, over 30 ISDs, and special districts, to be hereafter referred to as 'participating membership'.

2. SCHEDULE: Contract attachments are as follows:

Legal Agreement		(6 pages)
Attachment A	Terms and Conditions	(1 page)
Attachment B	Discounted Bid Submission	(1 page)
Attachment C	Program Requirements	(4 pages)
Attachment D	Essential Clauses and Certifications	(5 pages)
Attachment E	Conflict of Interest Questionnaire Form CIQ	(1 page)
Attachment F	Customer Service Creed	(1 page)

3. PERIOD OF CONTRACT AND EFFECTIVE DATE: The contract will be for one (01) year with no option years included, unless sooner terminated in accordance with the contract provisions Terms & Conditions, paragraph B. The effective date of this contract will begin on 19 December 2023. The expiration date of this contract will be 18 December 2024 at 11:59 p.m. CST.

4. DISCOUNTED PRICING: FOB terms, discounts, allowances are listed in Attachment B. Any pricing changes or discounts are to be submitted to ETCOG in writing with 60 days' notice for ETCOG's approval. A bilateral amendment would need to be implemented in order for these

discounts or price changes to be agreed upon. The effective date of amendment would be the date of finalized signature by ETCOG.

5. PROGRAM REQUIREMENTS: The CONTRACTOR shall adhere to the program requirements listed in Attachment C, Program Requirements for the procurement of Office Products, Furniture, Equipment & Supplies, and all related merchandise on an 'as-needed' basis encompassing, but not limited to, a multi-regional area consisting of fourteen (14) counties, 79 cities, over 30 ISDs, and special districts.

Regardless of the payment method chosen by the MEMBER, the total cost associated with any purchase option of the equipment, products, or services must always be disclosed in the pricing quote to the applicable MEMBER at the time of purchase.

When providing pricing quotes to MEMBERS, all pricing quoted must reflect a MEMBER'S total cost of acquisition. This means that the quoted cost is for delivered equipment, products, and services that are operational for their intended purpose, and includes all costs to the MEMBER'S requested delivery location.

6. UNILATERAL AMENDMENTS: ETCOG may make unilateral amendments to the contract to incorporate administrative changes, provided such changes are within the general scope of the contract and the changes have no cost impact on the CONTRACTOR. In addition, ETCOG may make unilateral amendments to the contract cost price/discounted pricing and/or changes when such amendments incorporate CONTRACTOR'S written request for revision.

7. NON-EXCLUSIVE CONTRACT: The contract does not establish the CONTRACTOR as the sole supplier of the equipment & supplies to be provided. Similar agreements may be made with other CONTRACTORS for similar items with multiple quotations obtained and awarded based on price and availability. This agreement is not to be construed as an exclusive agreement for ETCOG's COGWORK MEMBERS.

8. ESSENTIAL CLAUSES AND CERTIFICATIONS: Previously executed and submitted with Bid, Attachment D- Essential Clauses and Certifications, CONTRACTOR certified that statements acknowledged, to be true and affirmed by original signature of an authorized official or representative with full signing authority to affirm respondent's standing in regard to: (1) certification for lobbying, (2) certification for debarment, (3) certification for Texas Corporate Franchise Tax, and furthermore, respondent must also be in full agreement and compliance of general essential clauses.

9. LEGAL AUTHORITY: CONTRACTOR and ETCOG warrant and represent to each other that they have adequate legal counsel and authority to enter into this contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this contract and bind the parties to the terms of this contract and any subsequent amendments thereto.

10. CONFLICT OF INTEREST: Previously executed and submitted with Bid, Attachment E-Conflict of Interest Form CIQ, Contractor understands and will comply with the following:

Local Government Code § 176.001(1-a):

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

*** A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/lg.176.htm>*

11. LIMITATION OF CONTRACTOR'S LIABILITY: Except as specified in any separate writing between the CONTRACTOR and a MEMBER, CONTRACTOR'S total liability under this contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify ETCOG is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special, or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to MEMBER any amounts determined by ETCOG, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this contract.

To the extent CONTRACTOR indemnifies MEMBERS for claims arising from products being sold to MEMBERS, CONTRACTOR'S indemnification obligations shall be limited to claims made within 48 hours of delivery for shortages and defects. Special orders, food products, dated

items such as calendars and cleaning or toiletry items cannot be returned under the terms of this contract. All returns must be preapproved by the CONTRACTOR. CONTRACTOR will pass through to MEMBERS, to the extent permissible under applicable law, all indemnities CONTRACTOR receives from its suppliers with respect to such products. In no event shall either party be liable for any indirect, incidental, special, punitive, or consequential damages, including without limitation damages for lost data, or lost profits, even if that party has been advised as to the possibility of such damages.

12. LIMIT OF ETCOG'S LIABILITY AND INDEMNIFICATION OF ETCOG

ETCOG's liability under this contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its administrative fee. In no event will ETCOG be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special, or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR agrees to the extent permitted by law, to defend and hold harmless ETCOG, its board members, officers, agents, officials, employees, [and indemnities] from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of CONTRACTOR's negligent act or omission under this contract. CONTRACTOR shall notify ETCOG of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this contract.

13: PERFORMANCE, DEFAULT, AND REMEDIES

- A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:
1. **Notification.** The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, ETCOG and the CONTRACTOR will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
 2. **Escalation.** If parties are unable to resolve the issue in a timely manner, as specified above, either ETCOG or CONTRACTOR may escalate the resolution of the issue to a higher level of management. The CONTRACTOR will have thirty (30) calendar days to cure an outstanding issue.
 3. **Performance while Dispute is Pending.** Notwithstanding the existence of a dispute, the CONTRACTOR must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the CONTRACTOR fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by ETCOG and/or its

MEMBERS as a result of such failure to proceed will be borne by the CONTRACTOR.

- B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this contract, or any MEMBER order under this Contract, in default:
- 1. Nonperformance of contractual requirements, or
 - 2. A material breach of any term or condition of this Contract.

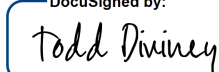
Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- 1. Exercise any remedy provided by law or equity, or
- 2. Terminate the Contract or any portion thereof, including any orders issued against the Contract.

//////////////////////////////////// Last Item //////////////////////////////////////

SIGNATURES

The undersigned hereby certifies and warrants that he/she has been fully authorized to execute this contract on behalf of their firm and to legally bind the firm to all the terms, performances, and provisions as herein set forth.

CONTRACTOR:	
<small>DocuSigned by:</small>  <small>D98DF497694D462...</small>	<u>1/8/2024</u>
<small>Signature</small>	<small>Date</small>
<u>Todd Diviney TD</u>	
<small>Printed Name/Title of Authorized Representative</small>	

East Texas Council of Governments (ETCOG):	
<small>DocuSigned by:</small>  <small>8E0D9667087C455...</small>	<u>1/11/2024</u>
<small>Acting Exec. Director</small>	<small>Date</small>
<u>David A. Cleveland/Executive Director</u>	

**EAST TEXAS COUNCIL OF GOVERNMENTS
GENERAL TERMS & CONDITIONS**

- A. ETCOG and programs served, and all participating member governments reserve the right for any contract or service agreement resulting from this discount bid to be contingent upon the continued availability of funding.
- B. ETCOG reserves the right to accept or reject any bid submission received, as well as cancel the bid, vary, or waive any provisions set forth in this discount bid if deemed in the best interests of ETCOG and participating member governments.
- C. This discount bid does not commit or obligate ETCOG or any participating member governments to allow any costs incurred in the preparation of a bid proposal.
- D. Conflict of interest is a serious issue. Vendors must sign and submit 'Conflict of Interest' form (Appendix I).
- E. COGWORKS reserves the right to have final say in any resulting bid award to include any terms & conditions, essential clauses, and/or certifications referenced in this discount bid on behalf of participating membership.
- F. The bid submission must have original signatures of the person having the authority to bind the organization to a contract or it may be rejected for non-compliance.
- G. Vendors should not include proprietary information or trade secrets. Information submitted may be subject to disclosure under the Texas Open Records Act, it will be the responsibility of the Vendor to seek an exemption from disclosure and file any necessary documents with the Attorney General.
- H. Pursuant to protocol to advise of the right to appeal, a protest must be submitted to the lead agency, ETCOG's Executive Director, within ten (10) calendar days of the time the basis of the protest became known and said protest(s) limited to: 1) violations of federal law or regulations; 2) violations of State or local law under the jurisdiction of State or local authorities; and 3) violations of ETCOG's protest procedures for failing to review a complaint or protest. The protest must be submitted in writing and must identify the protestor, the solicitation being protested and specifically identify the basis for the protest, providing all pertinent information regarding the solicitation, contract and/or actions of ETCOG.
- I. All programs and employees under the auspices of ETCOG are in compliance with EEO. Auxiliary aids and services are available, upon request, to individuals with disabilities.

BID SUBMISSION SHEET**Office Products, Furniture, Equipment, & Supplies 2023**

This is a 'Multi-Award' bid and submitted bid pricing is expected to be the most competitive offered by submitting Vendors and must be given to all COGWORKS participating membership, which includes ETCOG, for a twelve (12) month period from the date of award notification. In full disclosure, all submitted bid pricing, MSRP discounts, and product/service details will be posted on the COGWORKS website and accessible for all COGWORKS participating membership, competing vendors/retailers, and the general public to view.

VENDOR PRICING:

Bid pricing: 0-50% MSRP % 0-50%

Exceptions: Already Discounted Prices / Special Orders

Advantages: HUB Vendor

Territory Served All 14 Counties

PLEASE CHECK ALL THAT APPLY:

- ☒ General Office Products/Supplies
- ☒ Office Furniture
- ☒ Office Equipment
- ☒ Paper & Paper Products
- ☒ Facility Products/Supplies
- ☒ Ink, Toner & Printer Supplies
- ☒ Miscellaneous: Excludes Custom Items / Special Orders

NOTE: Awarded Vendors will deal directly with participating members for their specific purchase requirements and needs, any required certificates/documentation i.e., bonds/insurance, (etc.) and for **payment** of goods and/or services procured by participating member.

PROGRAM REQUIREMENTS

CONTRACTOR understands:

1. They will submit bid discounts and or pricing for products and services offered in this discount bid process;
2. They may indicate discount variables, percentage ranges, exceptions, and service territories on the 'Multi-Vendor Award Bid Submission Sheet'
3. A 'COGWORKS Participating Members' listing will be provided to awarded CONTRACTORS upon notice of award and all submitted discounts and pricing may only be offered to the members on the referenced listing which will be updated as membership grows throughout the term of any bid award.
4. In the event, an entity who is not listed on a 'COGWORKS Participating Members' listing tries to procure products and/or services please contact the bid facilitator, Patricia Hudspeth, at cog-works@etcog.org to verify their membership before proceeding with a sale at COGWORKS awarded pricing.
5. Submitted bid discounts, pricing, and service terms will be guaranteed for twelve (12) months from notice of award and provided to all COGWORKS Members equally, regardless of size and location.
6. Product or merchandise delivery charges - freight, inside delivery, installation, are to be included in bid pricing. Delivery will be F.O.B. Designation.
7. A packing list is to be provided to the appropriate business office of the ordering participating member.
8. Product or merchandise purchases and suitable shipping documents shall accompany each shipment and show:
 - a. Name and address of CONTRACTOR;
 - b. Name and address of receiving department;
 - c. The ordering entity Purchase Order number; and,
 - d. Description of the product or merchandise shipped, including item numbers, quantity, number of containers and package number.
9. Samples may be requested from CONTRACTORS for testing by COGWORKS or participating member governments. Samples that fail testing shall be sufficient reason to reject a bid or a bid item or constitute cancellation/reimbursement of product orders.
10. CONTRACTOR warrants any goods furnished to participating membership will conform to any applicable specifications, drawings, and descriptions offered by CONTRACTOR in a submitted bid offer, and any sample(s) furnished by CONTRACTOR. In the event a conflict between submitted specifications, drawings, descriptions, and samples occur, the participating MEMBER will have final say.

11. CONTRACTOR shall not limit or exclude any implied warranties of products/services offered and attempt to do so may render this contract voidable at the option of the MEMBER.
12. Continuing non-performance of CONTRACTOR in terms of products/services offered shall be a basis for the termination of any contract award term. Cancellation by any participating membership may be made upon thirty (30) calendar days written notice to the awarded CONTRACTOR;
13. Participating membership shall not pay for work, equipment, or supplies which are unsatisfactory. CONTRACTOR will be given a reasonable opportunity (30 calendar days) before termination, to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.
14. CONTRACTOR must provide references upon request by participating membership at any time during the bid process and at any time during the award term period.
15. W-9 must be provided upon request from participating membership.
16. Any questions regarding this bid should be directed to COGWORKS, Patricia Hudspeth by email at cog-works@etcog.org or by phone at 903-218-6410.

CONTRACTOR PARTICIPATION

CONTRACTOR must register online to join COGWORKS. Please go to https://www.cogworks.org/vendor_registration and register now to become a COGWORKS CONTRACTOR and be able to submit a bid for this bid process as well as other bidding opportunities as they become available. Please contact Patricia Hudspeth at cog-works@etcog.org or by phone at 903-218-6410 for assistance if needed.

CONTRACTOR PARTICIPATION FEES

COGWORKS Contractor must pay a \$25.00 fee for every bid processed at the time of bid submission by going to the COGWORKS website at <https://www.cog-works.org/payments> to do so. In addition, CONTRACTOR will pay a 3% fee imposed on any orders placed by COGWORKS participating members which will be paid to ETCOG on a 'Quarterly' basis.

Note: To ensure proper payment it is imperative to indicate the 1) vendor company name and 2) bid category name at the time of submitting a bid to ensure proper payments are logged accordingly, as well as provide the same information for Quarterly 3% payments for the same reason. Vendors may contact Patricia Hudspeth at cog-works@etcog.org or by phone at 903-218-6410 for further assistance if needed.

CONTRACTOR INVOICES AND PAYMENT

CONTRACTOR Invoices:

Awarded CONTRACTORS will submit invoices directly to the participating member placing the order for products/services. Payments will be processed after a participating MEMBER'S business office has been notified the items have been received in good condition and shipments are complete. Invoices must detail the items delivered and must reference the participating member's purchase order number for speed in processing.

Payment is NET30 unless otherwise advised by a participating MEMBER.

ETCOG Invoices: **(ETCOG purchases only)**

ETCOG purchases for products/services are **NET30** upon receipt of invoice by the ETCOG Operations/Finance department. Email invoices to a.p@etcog.org.

MEMBERSHIP ELIGIBLE FOR PARTICIPATION

CONTRACTOR understand the following entities are 'eligible' to become a participating member in the COGWORKS program upon receipt of their required 'Interlocal' documentation.

- Cities, Towns, Counties, and other Local Governments
- Political Subdivisions and Planning Commissions
- Schools, School Districts, Colleges, and Universities
- Emergency Medical Services and Fire Districts
- Hospitals and Hospital Districts
- Special Law Enforcement Jurisdictions
- Judicial Courts and Districts
- Utility Districts
- Special Districts
- State Agencies
- Nonprofit 501(c)(3) Corporations

Note: CONTRACTORS may also visit <https://www.cog-works.org/participating-members> for a listing of ETCOG member counties and cities.

ETCOG REGIONAL MAP

Source: <https://www.etcog.org/membership>



HUB BEST PRACTICES

ETCOG shall ensure small, minority, disadvantaged, and women's businesses are considered as sources for acquisitions whenever possible by:

- choosing the HUB organization in the case of tie bids;
- soliciting these businesses whenever they are potential sources;
- when economically feasible, dividing total desired services into smaller components to permit maximum participation by these businesses;
- if the requirement permits, establishing delivery schedules that will encourage small, minority, disadvantaged, and women's businesses to participate; and
- using the services and assistance of the Small Business Administration or the Minority Business Development Agency, as needed.

CONTRACTOR is encouraged to make a good faith effort to consider HUBs when subcontracting. Some methods for locating HUBs include:

- utilizing the Texas Comptroller of Public Accounts website
<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>;
- utilizing Web sites or other minority/women directory listings maintained by local Chambers of Commerce;
- advertising subcontract work in local minority publications; and/or contacting the contracting state agency for assistance in locating available HUBs.

ESSENTIAL CLAUSES AND CERTIFICATIONS

(where applicable)

The following essential clauses and certification statements must be acknowledged and affirmed by original signature of an authorized official or representative with full signing authority to affirm respondent's standing in regard to: (1) certification for lobbying, (2) certification for debarment, (3) certification for Texas Corporate Franchise Tax, and furthermore, respondent must also be in full agreement and compliance of general essential clauses. **Failure to return any pages requiring authorized signature(s) may cause bid submission or proposal to be null and void.**

Funding Out

Funding is contingent upon the continued availability of funds as appropriated by state and/or federal sources. If funds become unavailable through lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruption of current appropriations, Vendors will not hold liable ETCOG for payment or damages other than payment owed to Vendors for service already provided at the time of said notice.

Equal Opportunity

ETCOG is an equal opportunity employer. All programs under the auspices of the ETCOG are equal opportunity entities. Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this Contract.

Antitrust

Neither Vendors nor firm, corporation, partnership, or institution represented by Vendors or anyone acting for such firm, corporation, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated the contents of this REQ either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this IFB.

Conflict of Interest Questionnaire (p. 15)

Chapter 176 of the Texas Local Government Code requires Vendors and consultants contracting or seeking to contract with ETCOG to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an officer of ETCOG or an officer's close family member. The CIQ must be completed and filed with the bid/quote response if an employment or business relationship defined in the law exists.

Abandonment or Default

If the successful Vendor defaults on a contract resulting from this bid, ETCOG reserves the right to cancel the contract without notice and either re-solicit or re-award the contract to the next best responsive and responsible respondent. The defaulting Vendors will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work unless the specifications or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.

Buy Texas

In accordance with Texas Government Code, Section 2155.4441, the State of Texas requires that during the performance of a contract for services, Contractor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

Liability for Property Damage

Successful Vendors shall be liable for all damages to ETCOG owned, leased, or occupied property and equipment caused by Vendors and its employees, agents, subcontractors, and suppliers, including delivery or cartage company, in connection with any performance pursuant to a Contract as a result of this IFB. The Vendors shall notify ETCOG Contract Manager in writing of any such damage within one (1) calendar day.

Limitation on Authority; No Other Obligations

Vendors shall have no authority to act for or on behalf of ETCOG except as expressly provided for in a contract or agreement resulting from this IFB; no other authority, power, or use is granted or implied. Successful Vendors may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of ETCOG.

Liability for Taxes

Successful Vendors represents and warrants that it shall pay all taxes or similar amounts from any contract or agreement resulting from this IFB, including, but not limited to, any federal, State, or local income, sales, or excise taxes of successful Vendors or its employees. ETCOG shall not be held liable for any taxes resulting from the Successful Vendors executing the performance of any contract or agreement.

Force Majeure

Neither Vendors nor participating membership shall be liable to the other for any delay in, or failure of performance, of any requirement included in a contract resulting from this bid caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

Texas State Sales and Use Tax

Pursuant to [§ 2155.004, Government Code](#), a state agency may not accept a bid proposal or award a contract to any individual not residing in this state or business entity not incorporated in or whose principal domicile is not in this state unless: the individual or business entity holds a permit issued by the comptroller to collect or remit all state and local sales and use taxes that become due and owing as a result of the individual's or entity's business in this state or certifies that it does not sell tangible personal property or services that are subject to the state and local sales and use tax.

The undersigned (p. 14) for the above individual or entity conditions, certifies they:

☒ Hold a permit issued by the comptroller to collect or remit all state and local sales and use taxes that become due and owing as a result of the individual's, or entity's business in this state; or does not sell tangible personal property or services that are subject to the state and local sales and use tax;

☐ Do not sell tangible personal property or services that are subject to the state and local sales and use tax.

Texas Corporate Franchise Taxes

Pursuant to Article 2.45, Texas Business Corporation Act, State agencies may not award grants to for-profit corporations that are delinquent in making state franchise tax payments.

The undersigned (p. 14) certifies that the designation marked below applies to its business entity:

- ☐ The entity is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.
- ☒ The entity is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

Lobbying

This certification is required by the Federal Regulations, implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

The undersigned (p. 14) certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, the extension, continuation, renewal, amendment, or modification of any federal grant award, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant award, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subgrant awards, subgrants, and grant awards under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

Debarment, Suspension, and Other Responsibility Matters

This certification is required by the Federal Regulations, implementing Executive Order 12549, Government- wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Part 85), Department of Health and Human Services (45 CFR Part 76).

The undersigned (p. 14), certifies that neither it nor its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or Agency.

2. Have not within a three-year period preceding this grant award been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or grant award under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this grant award had one or more public transactions terminated for cause or default.

REQUIRED**SIGNATURE PAGE****ACKNOWLEDGEMENT OF ESSENTIAL CLAUSES AND CERTIFICATIONS**

The Essential Clauses and Certifications are a material representation of fact upon which reliance is placed when entering into any contract or service agreement resulting from this 'Multi-Award' bid for COGWORKS participating membership to include ETCOG.

The return of these required documents signed by an authorized representative of the Vendor are prerequisites for finalizing the award and must be returned with the bid submission. Failure to do so will deem a submission null and void.

VENDOR SIGNATURE

The undersigned hereby certifies and warrants that he/she has been fully authorized to execute this bid submission on behalf of their firm and to legally bind the firm to all the terms, performances, and provisions as herein set forth.

Business Essentials (CMBC Investments)

Vendor/Company Name


Signature

11-29-23
Date

Todd Diviney
Printed Name and Title of Authorized Representative

+diviney@beoffice supply.com
Email

IMPORTANT: Vendor must return this page fully executed and complete with proper signatures and signature dates for current/active Bid process or the submitted bid will be marked 'Rejected/No Bid' due to non-compliance.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

(Enter 'N/A' when not applicable, leave boxes unchecked, and sign form where indicated)

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Business Essentials

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No


A. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity (must sign/return with bid submission)

Date

11-29-23

EAST TEXAS COUNCIL OF GOVERNMENTS**CUSTOMER SERVICE****CREED**

Look for a way to say "yes" to the customer within appropriate legal and ethical boundaries.

Strive to exceed customer expectations.

Listen to the customer first; confirm the message and facilitate a solution if requested by the customer.

Approach work with a positive attitude, always looking for ways to improve our service.

Be a candid, kind and encouraging member of the team.

Apply the 4-way test to the things we think, say, or do:

1. Is it the truth?
2. Is it fair to all concerned?
3. Will it build goodwill and better friendships?
4. Will it be beneficial to all concerned?

**ORGANIZATIONAL
OBJECTIVE**

ETCOG pledges all of its resources to be a solutions provider for our members and the citizens of the East Texas region.