

FAUQUIER COUNTY PUBLIC SCHOOLS
a political subdivision of the Commonwealth of Virginia

Contract # 25-050-S-R

Riding Purchasing Solutions Alliance (RFP-22-204) Ubeo Business Services

This Agreement is made and entered into this **18th** day of **November 2024**, by the Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as "Owner") and **Ubeo Business Services**, having its principal place of business **2600 Via Fortuna, Suite 550, Austin, Texas 78746** hereinafter referred to as "**Contractor**".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide Printers, Copiers, and Multifunction Devices

COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for the performance during the contract term "pricing as negotiated and attached"; Parties agree that pricing may be further negotiated and adjusted as may be in the best interest of the Schools.

CONTRACT PERIOD: Date of execution, through May 31, 2025, with 2 1-year renewals, at the mutual agreement of both parties. Parties agree that individual copier leases may exceed the Contract Period stated herein, and that those individual copier leases and terms shall be honored.

The contract documents shall consist of **and for the purpose of resolving ambiguity or conflicts shall be interpreted in the following order of priority:**

- (1) This signed form;
- (2) Fauquier County General Terms & Conditions; For clarification, parties agree that term 38.a 'Termination for Convenience' does not apply to current equipment lease agreements or new lease agreements signed during the period of this Contract. Termination of any existing equipment lease agreements or future signed equipment lease agreements shall be governed by the individual equipment leases.
- (3) RFP-22-204, issue date March 23, 2022, including Attachments and Addenda; Price list dated October 27, 2023; Intent to award, dated April 28, 2022, Award Letter dated May 20, 2022; and
- (4) Contract 22-204 dated May 20, 2022, including all Attachments and documents incorporated by reference and Amendments 1 through 5 dated July 29, 2022, March 29, 2023, June 30, 2023, October 27, 2023, and February 15, 2024 respectively.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Ubeo Business Services

Signed by:
By: Shawn Moran
8F664FD7F09D4E5

Title: Vice President & General Manager

Date: 11/18/2024 | 2:38 PM EST

Fauquier County Public Schools
a political subdivision of the Commonwealth

of Virginia
By: Kristen Hylton
Kristen Hylton

Title: Procurement Manager

Date: 11/18/2024

CONTRACT 22-204
“PRINTERS, COPIERS, AND MULTIFUNCTION DEVICES”

A CONTRACT BETWEEN PURCHASING SOLUTIONS ALLIANCE, Bryan, Texas AND UBEQ, LLC, College Station, Texas.

This Contract is made and entered into by PURCHASING SOLUTIONS ALLIANCE, hereinafter referred to as PSA, having its principal place of business at 3991 East 29th St., Bryan, Texas 77802, AND UBEQ LLC dba UBEQ Business Services, hereinafter referred to as the CONTRACTOR, having its principal place of business at College Station, Texas.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into this Contract to become effective as of June 1, 2022 and to continue through May 31, 2024 (the “Contract”), subject to three (3) one-year extensions upon mutual agreement of the CONTRACTOR and PSA. PSA enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase or rental of Printers, Copiers and Multifunction Devices offered by the CONTRACTOR. The CONTRACTOR agrees to sell/rent Printers, Copiers and Multifunction Devices through the PSA Contract to END USERS.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence: 1) The text of this Contract form, 2) Exhibit A: Pricing, 3) Exhibit B: Contractor’s Response to RFP No 22-204, as finally negotiated, 3) Exhibit C: RFP No. 22-204, including any relevant addenda, and 4) Exhibit D: Certifications for 2 CFR Part 200. All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and PSA 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.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of PSA or CONTRACTOR. No provision of this Contract or act of PSA in performance of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of PSA, the State of Texas or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR. CONTRACTOR is solely responsible for employee payrolls and claims arising there from.

ARTICLE 6: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to PSA. PSA reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. PSA shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 7: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify PSA, in writing, of ANY change in ownership, control, dealership/franchisee status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. PSA shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 8: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 9: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of the Brazos Valley Council of Governments (BVCOG) or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of BVCOG. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with BVCOG's final decision.

ARTICLE 10: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, 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 PSA described in Article 12, 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 END USER any amounts determined by PSA, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 11: LIMIT OF PSA'S LIABILITY AND INDEMNIFICATION OF PSA

PSA'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 PSA 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 BVCOG, PSA, its board members, officers, agents,

officials, employees, [and indemnities] from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify PSA of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 12: TERMINATION FOR CAUSE

PSA may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that PSA shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then PSA may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to PSA any administrative fees due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 13: TERMINATION FOR CONVENIENCE

PSA may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to PSA any administrative fees due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR.

ARTICLE 14: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by PSA, the State of Texas, Federal regulations and the acts and regulations of any funding entity. CONTRACTOR agrees to notify PSA of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 15: GOVERNING LAW & VENUE

PSA and the CONTRACTOR agree that the contract awarded from this Request for Proposal shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in a state court of competent jurisdiction in Brazos County, Texas and further that neither party will seek to remove such litigation to the federal court system by application of conflict of laws or any other removal process to any Federal Court or court not in Texas. Disputes between END USER and CONTRACTOR are to be resolved in accordance with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify PSA of such disputes.

ARTICLE 16: PAYMENT OF PSA FEE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable three percent (3%) PSA Administrative Fee. The Administrative Fee on all Contractor sales made pursuant to the PSA contract is to be calculated by multiplying the total PSA Purchase Price for all equipment, accessories, software solutions and implemented services by 3%. Contractor will remit the total Administrative Fee due with the monthly report as required and stipulated in Exhibit C: RFP No. 22-204. Any PSA fee collected by CONTRACTOR from END USERS, including END USERS without Interlocal Contracts, shall be paid to PSA by CONTRACTOR. CONTRACTOR agrees to encourage END USERS to execute authorizing Interlocal Contracts with PSA. PSA reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit PSA's fee. In no event shall PSA have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 17: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the RFP requirements. If CONTRACTOR fails to submit to PSA in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 18: VOLUME PRICING

The CONTRACTOR reserves the right to provide and negotiate volume discounts that are less than the prices shown in Exhibit A: Pricing to END USERS. In no case shall prices exceed those listed in Exhibit A.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for the **Purchasing Solutions Alliance**, Bryan, Texas:

DocuSigned by:

04F86C0DC4BF423

Michael Parks, AICP
Executive Director
Brazos Valley Council of Governments

5/20/2022

Date

Signed for the **UBEO Business Services**, College Station, Texas:

DocuSigned by:

80AED78F03084D2

Michael Emanuel
Vice President, Vendor Relations
UBEO Business Services

5/20/2022

Date