



THE LOCAL GOVERNMENT PURCHASING COOPERATIVE ADDENDUM No. 1

Proposal Invitation No. 602-20 Energy Saving Lighting Products

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

- I. Proposal Invitation Forms; Vendor Contact Information. On the Vendor Contact Information form, **Invoices**, the third included option for Vendors to authorize service fee invoices to be provided to Designated Dealers receiving purchase orders is **deleted**. Vendors must either accept invoices directly or designate one billing agent for receipt of service fee invoices. Vendors will no longer be permitted to have invoices directed to Designated Dealers. Therefore, when completing the Vendor Contact Information form, **Invoices** section, Vendor may only select and complete either the first option ("Service fee invoices and related communications should be provided directly to my company ...") or second option ("In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent ...").
- II. General Terms and Conditions, Section E.12, Service Fee. Section E.12 of the General Terms and Conditions (Service Fee) is revised to read as follows:

12. Service Fee

Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the awarded pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in an invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90th day after the original invoice date** (Dispute Period) by returning a copy of the invoice or statement of outstanding balances to the Cooperative with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) and billing agent to cooperate, with the Cooperative in attempting to reconcile and resolve disputed fees, and shall provide such reasonable information and documentation as the Cooperative may require to review the disputed fees to the satisfaction of the Cooperative administrator's staff. Any service fees for which the Cooperative has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board Policy, COOP-852, Vendor Invoicing and Collections.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative's administrator in such form as the Cooperative's administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor



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shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, or such other documentation regarding those Purchase Orders as the Cooperative's administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: _____

Address: _____

Signature of Authorized
Company Official: _____ Title: _____

Telephone Number: _____ Date: _____