

# EXHIBIT

## "A"

### COOPERATIVE PURCHASING AGREEMENT

THIS COOPERATIVE PURCHASING AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date"), by and between the City of Round Rock, Texas ("City"), and Amazon Services LLC ("Amazon").

WHEREAS, The U.S. Communities Government Purchasing Alliance ("USCGPA") issued a request for proposals for an online marketplace for the purchases of products and services on behalf of Prince William County Public Schools ("PWCS"). The USCGPA posted the solicitation on its website, Onvia/DemandStar, Prince William County Public Schools, and Canadian MERX Public Tenders on September 14, 2016, through October 14, 2016. USCGPA also posted the solicitation in the Oregon Daily Journal of Commerce on September 16, 19, 21, 23, 26, 28, and 30, 2016, in the Hawaii Tribune-Herald on September 17 through September 23, 2016, and in the Gainesville Times and Prince Williams Times on September 21, 2016, all newspapers of general circulation. As the deadlines for proposals was October 14, 2016, the advertisements occurred at least ten days before the proposal due date.

WHEREAS, On January 29, 2017, based on the results of the competitive process, PWCS, the administering agent on behalf of USCGPA, entered into a contract with Amazon Services LLC and entitled "Online Marketplace for the Purchase of Products and Services" identified as Amazon Business Contract No. R-TC-17006 (Attachment A).

### AGREEMENT

**Scope of Work:** Per U.S. Communities and PWCS Contract No. R-TC-17006 (Attachment A).

**Incorporation.** This Contract shall fully incorporate the agreement (Attachment A) between the PWCS and Amazon Services LLC which the parties agree are true and correct.

**Term of Contract:** This Contract is effective on the last date that this Contract is signed by City and Amazon for a term extending through January 18, 2022. This Contract may be extended for three (3) additional two (2) year periods at the election of PWCS.

**Applicable Law:** Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase.

[Signatures on the following page.]

IN WITNESS WHEREOF, this Contract is executed by City and Amazon acting by and through their authorized officers.

**CITY OF ROUND ROCK, TEXAS**

**AMAZON SERVICES LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**ATTACHMENT "A"**

Amazon Business Contract No. R-TC-17006



# Prince William County

PUBLIC SCHOOLS

*Providing A World-Class Education*

**CONTRACT NUMBER: R-TC-17006**

This Contract entered into this 19th day of January 2017 by, Amazon Services, LLC, Amazon Business, 325 9th Avenue N., Seattle, WA 98109, hereinafter referred to as the "Contractor" and Prince William County School Board, P.O. Box 389, Manassas, VA 20108, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".

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

1. **SCOPE OF CONTRACT:** Contractor shall provide an On-Line Marketplace for the Purchase of Products and Services in accordance with the Statement of Needs, General Terms and Conditions and Special Terms and Conditions stated herein.
2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:
  - 2.1. This signed Contract document;
  - 2.2. Memorandum of Negotiations dated January 19, 2017.
3. **CONTRACT TERM AND RENEWAL:**
  - 3.1. The initial term of this contract shall be from the date of award, January 19, 2017 to January 18, 2022, with the option to renew for three (3) additional two (2)-one-year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.
4. **CONTRACT ADMINISTRATOR/PROJECT MANAGER:** The following PWCS employees are identified to use all powers under the contract to enforce its faithful performance:
  - 4.1. **CONTRACT ADMINISTRATOR:** As the Contract Administrator, the following individual, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.



- 4.2. **PROJECT MANAGER:** The following individuals shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:
5. **TIME OF PERFORMANCE:** In accordance with Contractor's proposal, Section 4.2.2. and 5.3.2.
6. **PRICING:** In accordance with Contractor's proposal, Section 4.2.1.
7. **PAYMENT TERMS:** In accordance with Contractor's proposal, Section 5.3.6.

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Prince William County does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

*This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.*

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

**CONTRACTOR:**

Prentiss D. Wilson, Jr.  
Authorized Signature

Prentiss D. Wilson, Jr.  
Type Name

Vice President  
Title

Jan 27, 2017  
Date

**PURCHASING AGENCY:**

Jim Totty  
Authorized Signature

Jim Totty, CPPO, C.P.M.  
Type Name

Supervisor of Purchasing  
Title

1-31-17  
Date





**Prince William County**

**PUBLIC SCHOOLS**

*Providing A World-Class Education*

**MEMORANDUM OF NEGOTIATIONS**

**R-TC-17006**

Dated: January 19, 2017

Prince William County Schools (hereinafter called PWCS) and Amazon Services, LLC (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-TC-17006 for On-Line Marketplace for the Purchases of Products and Services. The final Contract contains the following documents listed in the order of precedence:

- a. Contractor's proposal dated October 14, 2016;
  - b. Contractor's response to Clarification Questions dated October 31, 2016, attached;
  - c. PWCS's Request for Proposal, R-TC-17006 and all Addendum #1;
  - d. Contractor's Business Accounts Terms and Conditions (currently available at <https://www.amazon.com/gp/help/customer/display.html?nodeId=201613180>), attached;
  - e. PWCS's General Terms and Conditions, Section 11 (RFP – Revised 12/16/16), attached;
  - f. This Memorandum of Negotiations;
  - g. Any subsequent modifications to the Contract.
1. The contract term shall remain as originally issued in the RFP, as follows:
    - 9.1. The initial term of this contract shall be five years (5) from the date of award to **December 30, 2021**, with the option to renew for three-two (2) year periods, upon mutual written consent of the parties to the contract.
  2. Amazon Whispercast is not being offered upon award but will remain in scope for future offerings by the Contractor. In addition, all new Amazon business opportunities may be modified to the Contract by mutual agreement between the Contractor and PWCS.



3. The following provision is added to PWCS Special Terms and Conditions:

10.7 NOTICE OF DEFERRAL UNDER FEDERAL GRANT UNIFORM GUIDANCE:

As permitted under the rule published at 80 FR 54407, Prince William County Schools is electing to defer until July 1, 2017, the implementation of the procurement provisions of the Uniform Guidance, as detailed in 2 CFR 200 subsections .317 through .326. During this period, we will continue to operate under the guidance of 44 C.F.R. § 13.36(a)-(i) (States, Local and Tribal governments) and 2 C.F.R. 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits). This provision shall constitute the documentation of this decision as required, and shall be deemed incorporated into our internal procurement policies.

4. Contractor's response to Clarification Questions dated October 31, 2016, Question #1: The State of Iowa is hereby removed as an excluded state and allowed use of the Master Agreement award.

ACCEPTED BY:

Robert D. Wilson  
Contractor Authorized Signature

Jan 27, 2017  
Date

Vice President  
Title

Jim Totty  
Jim Totty, C.P.M., CPPO  
Supervisor of Purchasing

1/31/17  
Date



**ATTACHMENT "B"**

Chapter 2270 Verification



## HB89/CHAPTER 2270 VERIFICATION

I, Anne Rung, the undersigned representative of  
(PRINT NAME)

Amazon Business  
(COMPANY)

do hereby verify, to the best my knowledge, that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 that are consistent with United States federal antiboycott laws:

- Does not boycott Israel currently.<sup>1</sup>

Pursuant to Section 2270.001, Texas Government Code:

1. "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; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

DocuSigned by:

Anne Rung

58F45CAAB54E4C6

SIGNATURE OF COMPANY REPRESENTATIVE

August 14, 2019

DATE

Director

TITLE

<sup>1</sup> See Section 8 of the Export Administration Act of 1979, as amended, 50 U.S.C. app. §§ 2401 – 2420 (2000), International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-1707 (2000); "Ribicoff Amendment" to the Tax Reform Act of 1976, adding § 999 to the Internal Revenue Code.