



STANDARD AGREEMENT

(Version 9-22-2023)

This AGREEMENT (“Agreement”) is entered by and between **Blink Marketing, Inc.** (“Contractor”), located at **1925 Saint Clair Ave NE, Cleveland, OH 44114** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Contractor will perform the services and/or provide the products as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **construction of League Park sign**. If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **October 28, 2024** and shall expire on **December 28, 2024**. The period from commencement to expiration is the Contract Term. City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Contractor. Upon such termination, City shall pay Contractor, at the rate set out in **Exhibit A**, for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.
3. **Compensation:** Contractor shall be paid for the services/products as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$69,526.00** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services/goods only after such services are completed or goods are delivered and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Contractor must submit to City invoices for all goods delivered and services provided, which invoices must include details and dates of service or delivery. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Contractor, City shall give Contractor specific reasons for disapproval in writing.
4. **Insurance:** Contractor is required during the Contract Term to maintain insurance as follows: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) If Contractor will provide City “professional services,” as that term is used in Chapter 252 of the Texas Local Government Code, Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Contractor will enter upon City premises: (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and

\$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Liquidated Damages:** Liquidated damages are applicable to this transaction. Contractor acknowledges that time is of the essence in performing this Agreement. City and Contractor (collectively, the "Parties") agree that if Contractor is late in performing any obligation of this Agreement, City will suffer loss, damages, or other harm from Contractor's delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred is incapable or difficult to precisely estimate, and therefore Contractor agrees to pay City liquidated damages for delay at a daily rate equal to the total compensation allowed under the Agreement divided by the number of days in the Contract Term. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Contractor's delay; (ii) one of the reasons for City and Contractor to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Contractor are sophisticated business parties and negotiated this Agreement at arm's length.
6. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
7. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the "Work") for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within City's discretion. If the Work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Contractor hereby waives and appoints City to assert on Contractor's behalf Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City's purposes.
8. **Confidentiality:** During the course of the services to be provided under this Agreement, Contractor may become privy to confidential information of City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any

information that is required to be disclosed under applicable law. Contractor shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of City.

9. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Contractor warrants and agrees that Contractor will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
10. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.
11. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
12. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM**

NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.

14. **Force Majeure:** Neither City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising solely from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by the exercise of due diligence.
15. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
17. **State and/or City Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency or the City's internal auditor (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
21. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
22. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt

or delinquency that Contractor owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.

23. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
24. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, bearing such loss or damage will be Contractor's responsibility.
25. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City. The Parties also agree that this Agreement constitutes a governmental function and is not a proprietary function.
29. **Authority:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor. No covenant or condition of this Agreement may be waived except

by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

31. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Contractor verifies that Contractor (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

(signature block on next page)

Executed on _____ . *(date to be filled in by City Secretary)*

BLINK MARKETING, INC. - "Contractor"

Lauren Sweet

Lauren Sweet, Director of Bidding

CITY OF LEAGUE CITY - "City"

John Baumgartner, City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

Scope of Services/Description of Products/Payment Schedule
(There are **16** pages for Exhibit A, including this page)

RFP 24-041 proposal

**Blink
Marketing Inc.**

1925 Saint Clair Ave NE
Cleveland, Ohio 44114



BlinkSigns

contact@blinksigns.com

877.433.4466
blinksigns.com



BlinkSwag

contact@blinkswag.com

888.670.7924
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Blink Global

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**City of League City
RFP 24-041 - Construction of League Park Sign**

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RFP 24-041
Construction of League Park Sign

Proposal Cover Sheet
Due Date: Thursday August 1, 2024 at 2:00pm

Blink Marketing Inc. DBA BlinkSigns

Name of Firm/Company

Lauren Sweet

National Sales Manager

Agent's Name (Please Print)

Agent's Title

1925 St. Clair Ave. NE,

Cleveland

Ohio

44114

Mailing Address

City

State

Zip

216-503-2568

bids@blinksigns.com

Telephone Number

Email Address

Lauren Sweet

08/01/2024

Authorized Signature

Date

Proposal Submission Checklist

Proposal submission package shall consist of the following:

- Proposal Cover Sheet
- Proposal (If hard copy submitted: one marked original, one marked copy and a flash drive)
- Proposal Cost Sheet
- Quote
- Public Information Act Form
- Conflict of Interest Questionnaire

Proposal Certification and Addenda Acknowledgement

Proposer must initial next to each addendum received to verify receipt:

Addendum #1 Lauren Sweet Addendum #2 Lauren Sweet Addendum #3 _____

Addendum #4 _____ Addendum #5 _____ Addendum #6 _____

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Qualifications and Experience

Blink Marketing Inc. DBA BlinkSigns - Founded in 2007

Blink is a Female and Minority Owned Business headquartered in Cleveland, OH.

Our company has established itself as a premier provider in the Signage Industry for more than 16 successful years with a focus on quality, innovation, and customer satisfaction, we have grown steadily over the past years to become a trusted name in the Signage Solutions.

Our company specializes in Design, Fabrication, Installation, Permit, Site Survey and Project Management; in the signage systems for a diverse range of Clients including public and private projects.

Blink is strengthened by a number of 36 Full-Time Employees, where each is bringing a wealth of experience and dedication to their roles. Our team is comprised of skilled designers, fabricators, installers, and project managers who work cohesively to deliver exceptional results for our clients.

Our Project In-charge for this RFP:

Lauren Sweet

National Sales Manager

216-815-0550

13 years Signage and Graphics experience

Key Personnels:

Brittani Shipek - Director of Operations - 15 years & counting of Signage experience

Phillip Swan - Project Manager - 12 years & counting Project Management experience

Ron Hinderliter - Estimation Head - 13 & counting Procurement and Contract Management

Carol Cordova - Design Head - 15 years & counting of Signage Design experience

Blink Marketing Inc.

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Cleveland, Ohio 44114



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Blink Global

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blinkglobal.com

Qualifications and Experience

Blink Signs has a rich history of providing signage solutions that demonstrate the capability and the reliability with; City of Cleveland, State of Ohio, Ohio State University, University Hospitals, Amazon, Verizon Corporate, Choice Hotels, Pacific Northwest National Lab, etc.

We have listed for you the similar completed Projects with their respective information:

Carolina Secure Storage

2845 US 1S, Franklinton, NC 27525

Megan Eason

919.229.5830,

megan@carolinasecurestorage.com

Fabrication and the Installation of the EMC Sign

Pacific Northwest National Lab

Battelle for U.S. DOE 790 6th Street, Richland, WA 99354

Angela Welke

509-375-2840

angela.welke@pnnl.gov

Furnishing of the Internally Illuminated Monument Signage

Hometown Lazer Wash

32721 Walker Road, Avon Lake, OH 44012

Rob Rotz

440-668-5252

rjrotz@wowway.biz

Fabrication and the Installation of the EMC Sign

Blink Marketing Inc.

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Qualifications and Experience

The J.M. Smucker Company

333 Wadsworth Rd, Orrville, OH 44667

Kate Fox

330-684-6287

kate.fox@jmsmucker.com

Fabrication and the Installation of the EMC Sign

Choice Hotels

1 Choice Hotels Circle, Suite 400 Rockville, MD 20850

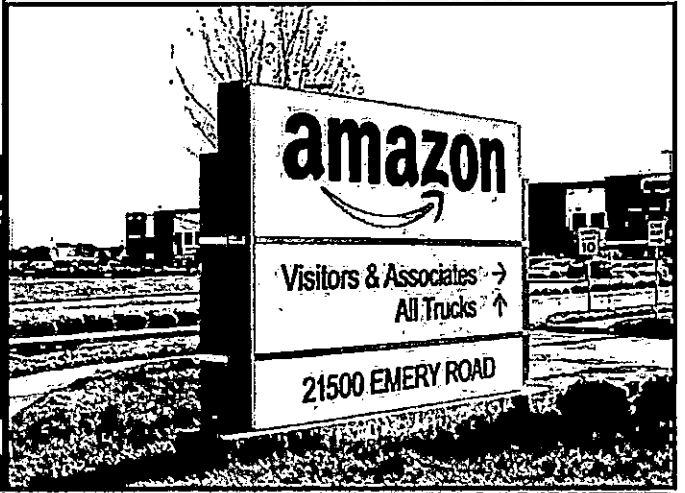
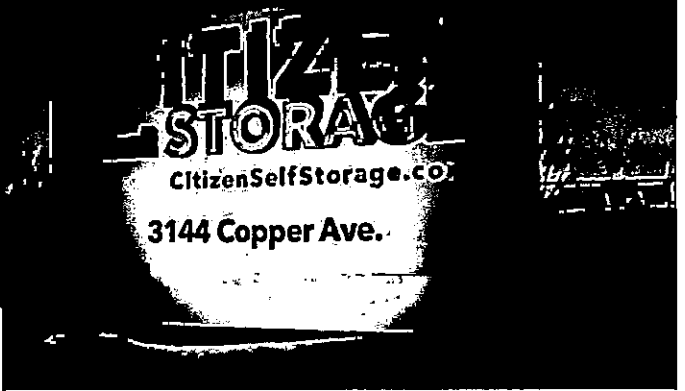
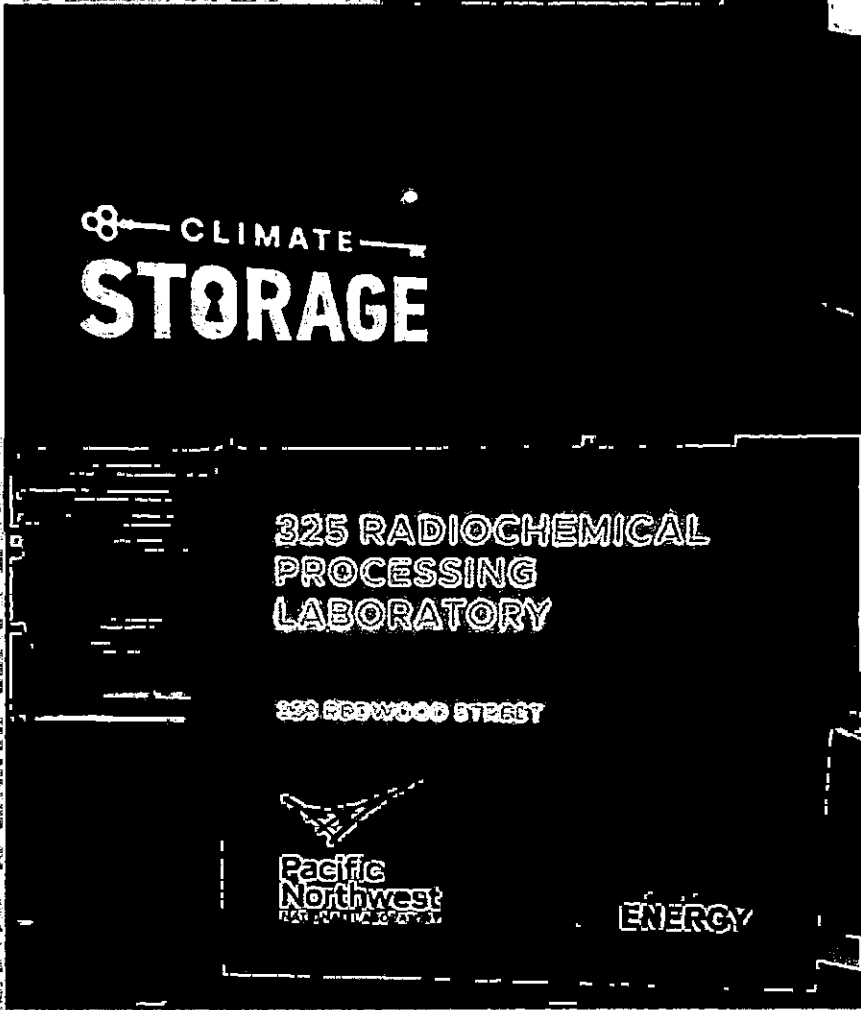
Rachel Wherle

301-628-4375

Rachel.Wehrle@choicehotels.com

Furnishing of the Multiple Signage including Building Identification, EMC, Monument, etc.

Following the Page is showcasing the Pictures of the completed Projects.



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Project Methodology

BlinkSigns aims for the approach to accomplish the Scope of this RFP by a detailed and structural implementation plan however it can be tentative.

The Plan is divided into distinct phases to ensure thorough project management and effective execution - the strategy is staged accordingly:

Initiation Phase - Kick-off Meetings

Planning Phase - Site Survey, Final Design, Permit

Execution Phase - Fabrication, Installation Scheduling

Implementation Phase - Installation, Quality Assurance

Completion Phase - Project Close-Out, Sign off & Invoicing

Customer Service

Our Project Management will be in communication with the designated staff through-out the Project tenure to ensure timely responsiveness. We aim for a 24-hour response time to all the inquiries.

Customer Service Phone

Our phone lines are open from 9 AM to 6 PM, Monday to Friday.

All calls are logged, if missed, follow-up calls are made to ensure customer satisfaction.

Our comprehensive approach ensures that our clients receive the highest level of service and support throughout the project life-cycle and beyond.

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Project Implementation

- Kick-off Meetings; Confirm project scope, goals, and key milestones with the client.
- Site Survey; Conduct detailed survey of the location where the signage will be installed.
- Final Design; Create design concepts and present them to the client for approvals.
- Approval and Permitting; Obtain necessary permits and client approvals.
- Fabrication Scheduling; Develop a fabrication schedule based on approved designs and materials.
- Fabrication; Begin manufacturing the signage according to approved designs.
- Installation Scheduling; Develop a detailed installation schedule to minimize disruption to daily operations.
- Installation; Execute the installation according to the planned schedule, ensuring all safety and quality standards are met.
- Quality Assurance; Conduct inspections to ensure all signage meets the required standards.
Final Walk-through; Conduct a final walk-through with the client to ensure satisfaction.
- Documentation; Deliver comprehensive project documentation, including design plans, permits, and maintenance manuals.

The over-all Project Schedule will be 14-15 weeks after the Notice to Proceed is received. We will be taking care of the required Phases detailed above within the time-frame we portray.

We believe in timeliness delivery of the scope to our utmost extent !



Empowering Brands with
Innovative Signage Solutions.



Approved
Supplier



Blink Signs | Blink Swag | Blink Global
1925 St Clair Ave Cleveland Ohio 44114
Primary Email: sales@blinksigns.com
Primary Phone: (877) 433-4466
License #: asi/141433
www.blinksigns.com

Estimate

EST-011574

Estimate Date : 08/05/2024
Expiry Date : 11/05/2024
Reference# : P68717 / 24-041 /
Construction of League
Park
Sales person : Lauren Sweet
Project Name : P68717 / 24-041 /
Construction of League
Park Sign / Ticket
#254676 / Aug 01, 2024
02:00 PM
Organization Name : Blink Signs
Project ID : P68717
E-Commerce : No

Bill To
City of League City

Service Location
League City
Texas
U.S.A

Item & Description	Qty	Rate	Amount
Cabinet Sign-Monument Sign SKU : CAB_MS Manufacture (1) non illuminated double-sided monument cabinet with EMC sign Overall size: 11' - 10" H x 11' - 0" W x 2' D Details: TOP CABINET - Shaped to closely match current sign design 3'-11" (H) x 11'-0" (W) double sided non illuminated aluminum top ID sign cabinet, Matthews Paint: Beige and dark Green. - Cabinet to include two (2) sets of non-illuminated 12" (H) x 3/8" (D) flat cut acrylic letters with custom paint flush stud-mounted directly to the face. Copy to read: "LEAGUE PARK" MONUMENT BASE - 3'(H) x 11' 0" (W) x 2' 0" (D) double-sided, non-illuminated monument base with a CMU with stucco finish and 4: (H) aluminum cap - Structure to include Two (2) sets of non-illuminated 12" (H) x 3/8" (D) flat cut acrylic letters with custom paint flush stud-mounted directly to the face Copy to read: "LEAGUE CITY EST.1893"	1.00 qty	56,526.00	56,526.00

Trusted by 100+ Brands worldwide.





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Item & Description	Qty	Rate	Amount
<p>COLORS</p> <p>1. Aluminum:</p> <p>a. Dark green Matthews Paint</p> <p>b. Beige Matthews Paint</p> <p>2. Flat Cut Acrylic</p> <p>a. Dark Green*</p> <p>MATERIALS:</p> <p>1. Filler: .040" Pre-finished aluminum</p> <p>2. Frame: 1.5" X 1.5" aluminum</p> <p>3. Base: CMU with Stucco finish</p> <p>- Saddle Mount</p> <p>EMD Specs:</p> <p>(1) GT6x-108X288-10-RGB-2V - double sided</p> <p>Line Spacing: 10mm</p> <p>Matrix: 108 lines by 288 columns</p> <p>LED Color: RGB- 281 Trillion Colors</p> <p>Cabinet Design: Single Section per face</p> <p>Active Area: 3' 8" H X 9' 8" W (Approx. Dimensions)</p> <p>Cabinet Dimensions: 4' 2" H X 9' 11" W X 0' 7" D (Approx. Dimensions)</p> <p>Max Power: 2510 watts/display</p> <p>Warranty: 5 years</p>			
<p>Labor-MISC Labor</p> <p>SKU : LAB</p> <p>Labor, equipment and material to install (1) double sided monument cabinet with EMC Sign</p> <p>- New foundation included</p> <p>- Supply and install (1) approx 18 ft high steel pole and concrete pad</p> <p>- Labor and material to pour concrete after setting the pole</p> <p> *Customer responsible for removing and disposing the existing sign, concrete slab, stones, and the surrounding flower bed.*</p> <p> **Connection to existing electric only, any additional electric work needed would have to be contracted by a licensed electrician. Client is responsible to provide a junction box or form of electrical connection within 6 ft from sign band prior to the signage installation date to avoid further delays"</p>	1.00	10,500.00	10,500.00
<p>Survey-Initial Site Survey</p> <p>SKU : SUR_INT</p> <p>Labor and equipment to conduct a site survey</p>	1.00	350.00	350.00
<p>Engineer Drawings</p> <p>SKU : ENG</p>	1.00	500.00	500.00

Trusted by 100+ Brands worldwide.





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Approved Supplier



Item & Description	Qty	Rate	Amount
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City may require stamped engineered drawings for signage.
 If engineering is required, this will be billed at cost in addition to final invoicing.
 Pricing subject to change based on engineering requirements for mounting.
 Please note that engineering is billed per sign type.

Items in Total 4.00		Sub Total	67,876.00
		Tax Exempt (0%)	0.00
		Shipping charge	1,650.00
		Total	\$69,526.00

Notes

Looking forward for your business.

Trusted by 100+ Brands worldwide.





Texas Public Information Act

Steps to Assert that Information is Confidential or Proprietary

All proposals, data, and information submitted to the City of League City are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state (Please check one):

- The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.
- The proposal/bid submitted contains confidential information which is labeled and which may be found on the following pages: _____ and any information contained on page number not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: Blink Marketing Inc. DBA BlinkSigns

Signature: Lauren Sweet Date: 08/01/2024

Print Name: Lauren Sweet Print Title: National Sales Manager

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company 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

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.

I, (authorized official) Lauren Sweet, do hereby verify the truthfulness of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Blink Marketing Inc. DBA BlinkSigns

Company Name

Lauren Sweet

Signature of Authorized Official

National Sales Manager

Title of Authorized Official

08/01/2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY

Date Received

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.

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

Blink Marketing Inc. DBA BlinkSigns

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.

None

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.

A. 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

B. 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 Lauren Sweet

Signature of vendor doing business with the governmental entity

08/01/2024

Date

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

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>. For easy reference, below are some of the sections cited on this form.

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.